

**AGREEMENT FOR ADOPTION AND AMENDMENT OF  
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT  
CONTRACT WITH SOLITUDE LAKE MANAGEMENT, LLC, FOR  
SIGNIFICANT LAKES ALUM TREATMENT PROJECT**

This Agreement is for the adoption and amendment by Lake County Water Authority, Florida, a political subdivision of the State of Florida (“LCWA” or “AUTHORITY”), by and through its Board of Commissioners, of the NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT CONTRACT WITH SOLITUDE LAKE MANAGEMENT, LLC, FOR SIGNIFICANT LAKES ALUM TREATMENT PROJECT (the "Palm Beach Contract"), NPBCID Job Number PRJ-621, between the Northern Palm Beach County Improvement District, an independent special district of the State of Florida (“Improvement District”), and SOLitude Lake Management, LLC, a Virginia limited liability company registered to conduct business in the state of Florida (“CONTRACTOR” or “SOLITUDE”).

**WITNESSETH:**

**WHEREAS**, effective on or about December 14, 2022, after complying with a competitive procurement process, the Improvement District entered into the Palm Beach Contract incorporated herein as **Exhibit A**, including any subsequent amendments; and

**WHEREAS**, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Palm Beach Contract to provide lake alum treatment(s) to the LCWA; and

**WHEREAS**, the LCWA and the CONTRACTOR want to enter into this Adoption and Amendment to adopt and amend the Palm Beach Contract to specify its application to the LCWA and to comply with the LCWA’s procedures; and

**WHEREAS**, executing this Adoption and Amendment is in the best interests of the LCWA and the residents of Lake County.

**THEREFORE**, the parties agree as follows:

**I. Legal Findings.**

The foregoing recitals are hereby adopted as legislative findings of the Lake County Water Authority Board of Trustees and are ratified and confirmed as being true and correct and are hereby made a specific part of this Adoption and Amendment upon adoption hereof.

**II. Scope.**

On the terms and conditions set forth in this Adoption and Amendment, LCWA hereby engages CONTRACTOR and CONTRACTOR agrees to provide the products and services as specified in the exhibits attached, the terms of which are incorporated and made a part of this Adoption and Amendment:

- A. Palm Beach Contract, including all exhibits thereto, attached hereto and incorporated herein as **Exhibit A**; provided, however, notwithstanding anything in the Palm Beach Contract, the

Technical Specifications: 2024 Lake Yale Alum Treatment document and its exhibits, attached hereto as **Exhibit B**, shall control over any conflicting provision contained within the Palm Beach Contract.

**III. Payment.**

CONTRACTOR will accept as full and complete payment for its obligations hereunder as provided in **Exhibit A** and in accordance with the Lake County Contract. LCWA will make payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes, and as detailed in **Exhibit B**.

**IV. Public Records**

Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a “Contractor” as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

A. Keep and maintain public records required by the LCWA to perform the services identified in this Adoption and Amendment.

B. Upon request from the LCWA’S custodian of public records, provide the LCWA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the LCWA.

D. Upon completion of the Adoption and Amendment, transfer, at no cost, to the LCWA all public records in possession of the CONTRACTOR or keep and maintain public records required by the LCWA to perform the service. If the CONTRACTOR transfers all public records to the LCWA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Adoption and Amendment, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LCWA, upon request from the LCWA’S custodian of public records, in a format that is compatible with the information technology systems of the LCWA.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY WATER AUTHORITY, 27351 STATE ROAD 19, TAVARES, FL 32778, OR AT 352-253-4950, OR VIA EMAIL AT LCWARECORDS@LAKECOUNTYFL.GOV.**

E. Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

F. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and

**AGREEMENT FOR ADOPTION AND AMENDMENT OF NPBCID CONTRACT**  
**Contract # PRJ-621**

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Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

**V. Application to LCWA.**

Unless specifically stated in this Adoption and Amendment, all terms applicable to “Northern Palm Beach County Improvement District” or “NPBCID” in the Palm Beach Contract shall apply to the LAKE COUNTY WATER AUTHORITY under this Adoption and Amendment.

**VI. Amendment – Term.**

Term of this Adoption and Amendment shall be TWENTY-FOUR months from the Effective Date, with one additional TWENTY-FOUR month extension, exercisable unilaterally by and at the sole discretion of the Board of the LCWA.

If the Contractor neglects, fails, or refuses to satisfactorily complete the work by the completion date, Contractor shall, as part of the consideration for this Agreement, pay LCWA the amount of \$500 daily, not as a penalty, but as liquidated damages for such breach, for each day contractor is in default thereafter; provided, however:

In the event Contractor shall be delayed or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, Act of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Contractor (each being referred to herein as “Force Majeure”), then performance of such act shall be excused for period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that this subsection will not excuse the orderly payment of money by either party.”

**VII. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PALM BEACH CONTRACT OR THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S MAXIMUM LIABILITY TO THE INDEMNIFIED PARTIES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ANNUAL FEES CHARGED UNDER THIS AGREEMENT, REGARDLESS OF TYPE OF CLAIMED DAMAGES OR LEGAL THEORY OF RECOVERY."

**VIII. Notices.**

The CONTRACTOR shall provide any notices to the LCWA as required under this Adoption and Amendment to the following locations:

Executive Director  
Lake County Water Authority  
27351 State Road 19  
Tavares, Florida 32778-7800

*With a copy to:*

Attorney  
Lake County Water Authority  
702 W. Montrose Street  
Clermont, Florida 34711

**IX. Reports to LCWA Board and Lake County Board of County Commissioners.**

Within sixty (60) days of completion of each of the four (4) Alum applications, CONTRACTOR shall submit to the LCWA Board and the Lake County Board of County Commissioners a written report, including but not limited to summary memoranda, videos, photographs and studies, summarizing the Alum application process and any known results or other issues of significance. If/when requested, CONTRACTOR shall provide the resident project representative, resident project manager or other qualified individual to report in person and present to each Board at a duly notice public meeting of such Board.

**X. Effect of Amendment.**

All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Palm Beach Contract, this Adoption and Amendment will govern.

**XI. Law, Jurisdiction, Venue, Waiver of Jury Trial.**

This Adoption and Amendment shall be interpreted in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Adoption and Amendment, shall be in the courts of the Fifth Judicial Circuit in and for Lake County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Both parties waive any right they may have to a jury trial in any civil litigation matter arising from this Adoption and Amendment.

**XII. Scope of Contract for Adoption & Amendment**

This Adoption and Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to

AGREEMENT FOR ADOPTION AND AMENDMENT OF NPBCID CONTRACT  
Contract # PRJ-621

the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

- |           |   |
|-----------|---|
| Exhibit A | Palm Beach Contract including Exhibits; and                     |
| Exhibit B | 2024 Lake Yale Alum Treatment document including Exhibits       |
| Exhibit C | Pay Application Form (conformed to this Adoption and Amendment) |

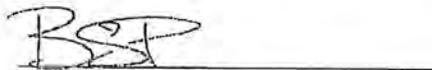
IN WITNESS WHEREOF, the parties have signed this Amendment and Adoption through their duly authorized representatives on the date under each signature.

ATTEST

CONTRACTOR

SOLitude Lake Management, LLC

  
William McAllister, Secretary

  
Brad Paulson, CEO

This 27th day of February, 2024.

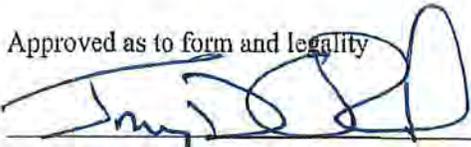
LAKE COUNTY WATER AUTHORITY

LAKE COUNTY WATER AUTHORITY,  
FLORIDA, a political subdivision of the State of  
Florida, by and through its Lake County Water  
Authority Board of Trustees

Robert Hendrick, Chairman, Lake County Water  
Authority

  
This 28th day of Feb, 2024.

Approved as to form and legality

  
Jimmy D. Crawford, Lake County Water Authority Attorney

## **TECHNICAL SPECIFICATIONS: 2024 Lake Yale Alum Treatment**

### **PART 1 - GENERAL**

#### **1. DESCRIPTION**

It is the intent of these specifications to describe the minimum acceptable performance standards for the application of aluminum sulfate (alum) to inactivate sediment phosphorus, while maintaining lake pH, in Lake Yale, FL.

#### **2. PROJECT SPECIFIC REQUIREMENTS**

Below is a list of project specific requirements for the 2024 Lake Yale Alum Treatment.

- A. The Contractor shall perform all work necessary to apply liquid aluminum sulfate (alum) to two (2) dose zones for phosphorus control in Lake Yale ("Project").
- B. The Contractor shall provide all equipment, labor, permits, and materials necessary to perform the work, including application equipment, and all other equipment necessary to mobilize and demobilize. This shall include, but not be limited to:
  1. The specified amounts and qualities of aluminum sulfate.
  2. Boat(s) or barge(s) capable of traversing the lake and applying the alum at appropriate rates to all designated portions of the lake.
  3. On-shore chemical storage tanks and associated spill containment equipment, if necessary.
  4. On-board chemical storage tanks and spill containment equipment.
  5. The appropriate pumps, boom and spreader applicators to control and evenly distribute alum dose. Note that the alum is to be delivered to the lake water at an approximate depth of 3 to 6 inches below the water surface from a minimum of 12 alum injection tubes (nozzles or small hoses) spaced 8 to 12 inches apart. The injection lines shall be equipped with jet nozzles and suspended from the boom. The alum shall be injected under pressure.
  6. A GPS-linked computer system for barge (boat) guidance that is integrated with real-time bathymetric measurements and provides chemical dosing control for aluminum sulfate pumping rates based on real-time depth as well as maps/documents areas of the lake already treated.
  7. Trained staff to safely and effectively implement the alum treatment, including but not limited to a designated Resident Project Representative who shall be directly responsible to fulfillment and compliance with all conditions and requirements of all Technical Specifications and all permit conditions. The initial Resident Project Representative shall be \_\_\_\_\_. If the initial Resident Project Representative changes, the Contractor shall notify the LCWA immediately and supply the name and contact information for the new Resident Project Manager.

8. The Project Engineer shall be responsible for all matters contained within the General Conditions of the piggyback contract, NPBCID #PRJ-621. The initial Project Engineer shall be \_\_\_\_\_. If the initial Project Engineer changes, the Contractor shall notify the LCWA immediately and supply the name and contact information for the new Project Engineer.
  9. Any and all federal, state, regional, and local permitting required.
  10. Material Safety Data Sheets (“MSDS”) for all hazardous chemicals or materials used in connection with the Project, and all available MSDS for all non-hazardous chemicals and materials used in connection with the Project. Such MSDS shall be provided to the LCWA prior to the chemical’s or material’s use in connection with the Project.
- C. Approval to piggyback is conditionally obligated that NO LAKE YALE ALUM TREATMENT OR ACTIVITIES will take place until all required compliance documents and permits have been received, reviewed, and approved by the Lake County Water Authority (LCWA). Further, LCWA shall have the right to cancel the contract in the event no work is undertaken within two years of execution.
- D. Environmental conditions may exist at Lake Yale that may require delay or temporary interruption of work on the project. The Lake County Water Authority (Authority) will make a final determination on whether to initiate, suspend, or re-start the treatment, based on having acceptable environmental conditions for treatment. These conditions shall include but are not limited to dissolved oxygen, pH, temperature, wind, intensity of phytoplankton bloom, and fish kill. Delays or postponements may be measured in hours or days, depending on the length of time necessary for conditions to improve. All work shall comply with the conditions of the permit coverage for this project.

### 3. SUBMITTALS

The contractor shall submit the following for review and approval by the Authority.

- A. Plan of Work – shall be submitted as part of the bid submittal package and prior to the procurement of materials and shall include, at a minimum, the following items:
  1. Explanation of plans and schedule for the timely delivery, storage and transfer of alum.
  2. Description of any temporary on-shore chemical storage facilities (if utilized) and spill containment and proposed location for security fencing and/or other measures deemed necessary to deter vandalism and prevent tampering with chemical storage facilities;
  3. Photographs and/or drawings and description of the application equipment to be used on the lake, including application boom set up, width of application path, on-board alum storage capacity, storage and application equipment material, and means of locomotion;
  4. Method of chemical distribution, documenting the control of chemical pumping rate into the lake based on application vessel speed, real-time

GPS navigation, and real-time bathymetric measurements to ensure the precise application of alum to each dose zone;

5. Description of any proposed backup systems to minimize down time;
6. Description of land-to-vessel chemical transfer method(s), including spill prevention and response protocols to be employed;
7. Anticipated treatment capacity (minimum of 40,000 gallons of alum per day);
8. Plan for decontaminating all equipment prior to bringing equipment to the lake to prevent the introduction of any aquatic invasive species into the lake. This includes, but is not limited to, de-contamination of barge(s), boat(s), boat and vehicle trailers and tires, all on-board gear, hoses, pumps, spreader lines, booms, barge/boat motors, personal gear such as boots, and any on-shore equipment or gear, including storage tanks, that could come in contact with lake water or allow aquatic invasive species to be washed into the lake.
9. Spill prevention, control, and contingency plan. (SPCC Plan);
10. Emergency contact information;
11. Product data for all products used.

B. Application Log – Shall include, at a minimum, the following items:

1. Date of work.
2. Daily starting time and ending time, hours of application
3. Workforce
4. Weather conditions
5. Quantity of alum applied (gallons)
6. Summary of truck deliveries
7. The Contractor shall provide the Authority with the manufacturer's material quality assurance certification with each truck delivery to show that procurement meets specifications.

These logs shall be submitted electronically to the Authority by 10:00AM the day following an application day.

#### **4. PAYMENT**

- A. Contractor has reviewed the project scope, estimated the costs required to execute the contract and technical specifications, and incorporated the relevant expenses necessary to effectuate each phase of the four (4) phase project, and the project in total, as identified in the Schedule of Values (Exhibit D).
- B. The Lake County Water Authority (LCWA) will provide funding over four (4) fiscal years (Phases 1-4 alum application) in the amount not to exceed \$9,886,999. The funding will be disbursed according to the LCWA Four-Year Estimated Funding Program (Exhibit E). In the event of a shortfall of the estimated amount in one or more of the foregoing

years, LCWA will make up the shortfall in the subsequent fiscal year(s), with the timing determined by the LCWA, until funds totaling \$9,886,999 are provided to Contractor.

- C. This agreement does not prohibit the LCWA from seeking grant funding or using grant funding as a funding source for this project.

## **PART 2 – PRODUCTS AND MATERIALS**

### **1. ALUMINUM SULFATE (ALUM)**

- A. Upon approval by the Authority, the contractor shall procure liquid aluminum sulfate ( $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ ) for four applications to Lake Yale beginning in the fall of 2023. Alum shall meet the following specifications:
  - 1. Grade = Drinking Water Treatment Grade;
  - 2. pH = 2.0 to 2.4;
  - 3. Specific Gravity at 70°F = 1.333 to 1.337;
  - 4. Freezing Point = -16°C;
  - 5. Boiling Point = 101°C (214°F);
  - 6. Total Water-Soluble Aluminum of 4.0 – 4.4% or as  $\text{Al}_2\text{O}_3$ , 8.0 to 8.4%.
- B. The total water-soluble iron (expressed as  $\text{Fe}_2\text{O}_3$ ) content of aluminum sulfate shall be no more than 0.02 percent, on a basis of 8.1 percent  $\text{Al}_2\text{O}_3$  in liquid alum. In liquid alum, the water-insoluble matter shall not exceed 0.02 percent. At a minimum, aluminum sulfate shall conform with the “American National Standards Institute/National Sanitation Foundation” (ANSI/NSF) Standard 60 Drinking Water Treatment Chemicals – Health Effects (2005 and previous), or Standard 61 Drinking Water System Components – Health Effects (2005 and previous) for use in drinking water.
- C. The aluminum sulfate supplied shall contain no soluble mineral or organic substances in quantities that are capable of producing deleterious or injurious effects on public health or water quality and shall be drinking water treatment grade.
- D. The Contractor shall provide the Authority with the manufacturer’s material quality assurance certification with each truck delivery to show that procurement meets specifications.

### **2. ALUM STORAGE TANKS**

- A. Temporary on-shore storage tanks may be used for staging the alum.
- B. All on-shore storage tanks shall be fabricated out of HDPE or other suitable material, i.e. stainless steel that is tolerant of temperatures in excess of 200 degrees F.
- C. The Contractor shall check and confirm the volume of alum required for the specified dose prior to procurement of any storage tanks.

D. The Contractor shall provide secondary containment to help prevent spills or uncontrolled leakage of materials from on-shore storage facilities. Spill containment must provide the following features and be equal to or better than "Spillguards":

1. Puncture resistant;
2. One piece, no assembly required;
3. Wind resistant;
4. Approved for a temperature range of -40 to 200 degrees Fahrenheit.

### **3. ALUM DISTRIBUTION SYSTEM**

- A. The Contractor shall procure alum distribution lines, pumps, injector units, and all other pertinent equipment necessary to deliver the prescribed liquid alum.
- B. All piping shall be heavy duty HDPE or appropriate material to avoid dissimilar metals corrosion and to provide safety relative to chemical temperature and potential leaks.
- C. Type 316 stainless-steel fittings shall be used in areas where contact with liquid alum is anticipated. All couplings and connectors used for alum distribution lines, storage tank, pumps, and injector units must meet corrosion resistance standards for alum, i.e. type 316 stainless- steel fittings at minimum.

## **PART 3 – EXECUTION**

### **1. Preparation**

- A. The Contractor shall protect structures, utilities, sidewalks, roadways, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, or other hazards created by work associated with the application of liquid alum, including but not limited to, the transport and delivery of chemicals, chemical storage tanks, and chemical spills. During and at the completion of the application of liquid alum, the Contractor shall conduct all operations in such a way as to:
  - A. Comply with any and all permit conditions for this project;
  - B. Prevent damage to the lake, equipment, and surrounding properties;
  - C. Prevent damage to the aquatic environment by using a biodegradable hydraulic fluid;
  - D. Prevent damage to the lake by ensuring that no aquatic invasive species are introduced into the lake. This shall include decontaminating all equipment and gear that will come into contact with lake water prior to bringing such equipment to the staging area.
  - E. Maintain orderly appearance at the work site while the treatment is occurring;
  - F. Prevent damage to the aquatic environment by implementing temporary erosion and sediment control measures, if directed by the Authority;and

- G. Prevent damage to the aquatic environment if temporary on-shore storage tanks are used.

## 2. Staging Area(s)

- A. The Contractor shall be responsible for all staging area setup, security, cleanup, and restoration to its original condition following completion of the application. The staging area(s) will be left in the same condition as before the operation began, photo-documented and verified by the Authority prior to the acceptance of work.
- B. Possible staging areas are located at areas designated on the staging area map (Exhibit A). The Contractor shall take steps to minimize impacts to park and lake users in noise, parking, safety, equipment and supply storage, smells, chemical contact and general condition of the site. The Contractor shall place security fencing around all equipment and storage tanks remaining on-site during non-working hours.

## 3. Application

- A. Each application of the alum shall only take place when the lake water temperature is over 5.5°C (42° F) throughout the water column. Applications will take place only when the wind speed is less than 15 mph at the lake surface.
- B. Water treatment grade liquid aluminum sulfate (alum as  $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ ) shall be applied by injecting into the lake from a moving barge or boat. The barge/boat position in the lake shall be controlled by a satellite guiding system (GPS) with computer integrated depth sonar to continuously adjust the application rate based on changing lake depth and boat speed. This will ensure complete and uniform chemical coverage during each application. All application paths and dosing will be recorded electronically by the Contractor and made available to the Authority.
- C. The Contractor shall employ a treatment barge (boat) with on-board chemical storage tanks and applicator for even chemical distribution. The system of chemical distribution shall have a minimum alum application rate of 40,000 gallons per day.
- D. The appropriate pumps, boom and spreader applicators to control and evenly distribute the alum dose. Note that the alum is to be delivered to the lake water at an approximate depth of 3 to 6 inches below the water surface from a minimum of 12 alum injection tubes (nozzles or small hoses) spaced 8 to 12 inches apart. The injection lines shall be equipped with jet nozzles and suspended from the boom. The alum shall be injected under pressure.
- E. The Contractor shall apply a full chemical allotment of 5,306,944 gallons liquid alum to Lake Yale in four separate and equal applications (1,326,736 gallons per application). Each of the four applications shall be 6-12 months apart. Each of the four applications shall consist of applying the alum to two (2) separate applications zones which correspond with the application zones shown in Exhibit B. The alum requirements for each of the two (2) application zones are listed in Exhibit C.

- F. The Contractor will monitor lake pH at 0.5 m below the lake surface in the application zone in approximately one-hour intervals during the applications.
- G. Each day, prior to beginning the lake alum treatment, the Contractor will conduct a jar test on lake water using an alum dose that is equal to the highest rate to verify that treated water is above pH 6.3 and below pH 9.0 after addition and mixing (0.25 to 0.5 hours after being dosed).
- H. Work shall be suspended if the pH of lake water is consistently less than 6.3 ( $\pm 0.05$ ) or greater than 9.0 ( $\pm 0.05$ ).
- I. The Contractor shall submit an Application Log each day for review by the Authority.

#### **4. Health and Safety Requirements**

- A. Because the application of liquid alum will take place in a lake, several potential hazards exist, including docks, boats, and underwater hazards such as sunken logs, debris, boats, or utilities. The contractor should use caution and good judgement during the application. The contractor shall produce a specific Lake Yale Alum Treatment Health and Safety Plan and implement that plan with its employees. The contractor needs to have a plan to address any hazardous conditions or other unforeseen site conditions that may be encountered and is responsible and holds sole liability for safe execution of the alum treatment.
- B. In accordance with generally accepted chemical treatment practices, the Contractor shall be solely and completely responsible for job site conditions and OSHA compliant safety procedures and programs, including safety and health of all persons and property, on those portions of the site affected by or used by Contractor, Contractor's employees, subcontractors, agents, and others during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Observation of the Work and Contractor's performance by the Authority is not intended to include review of the adequacy of the Contractor's safety and health procedures and programs on or near the construction site. The Contractors is solely responsible for the protection of property and the safety and health of its employees, subcontractors, suppliers, agents and others on or near the site before, during and after the treatment, for the duration of the Contract time.
- C. The Contractor shall be responsible for:
  - A. Furnishing Contractors' employees as well as any subcontractor's employees with all safety equipment and other protection devices needed to comply with laws and regulations or accepted safety practices.
  - B. Any safety violation and/or fine that may occur because of any neglect by the Contractor, Contractor's employees, Contractor's subcontracts, or any third party under Contractor's supervision or directions.

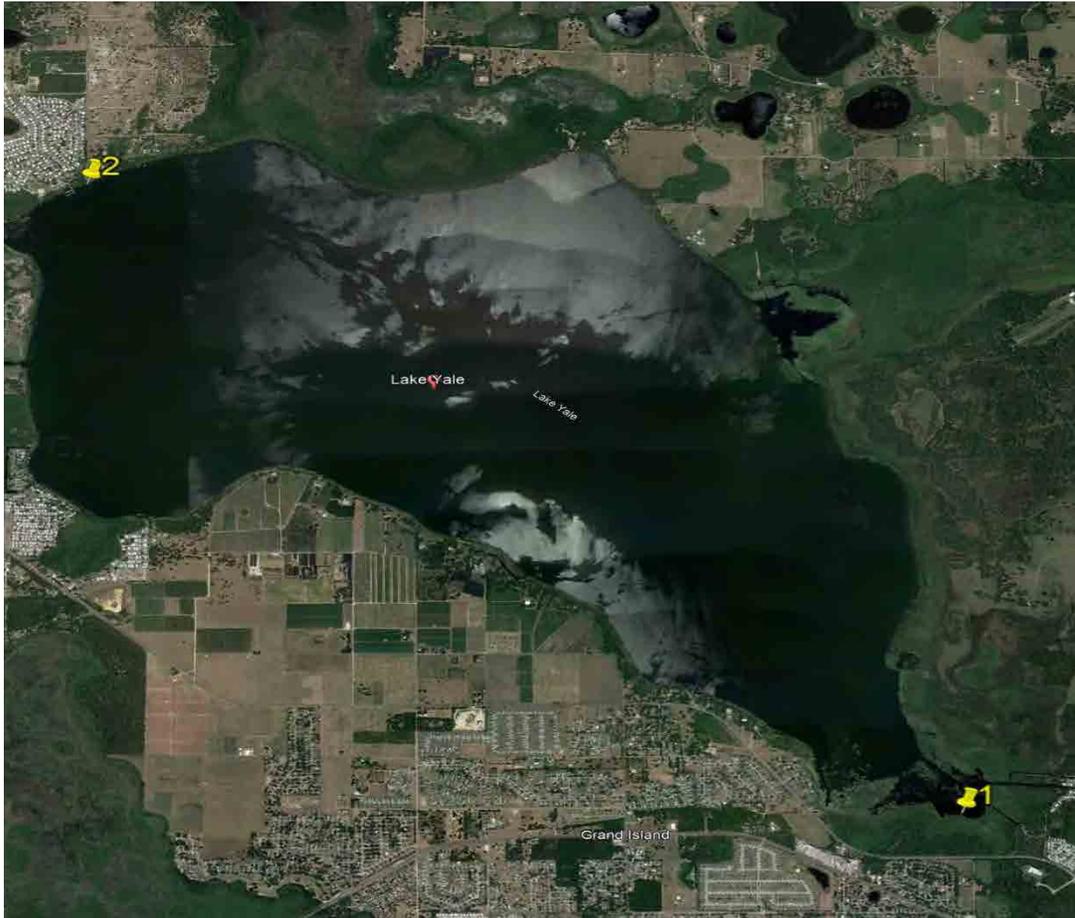
#### **5. SUPERVISION AND SUPERINTENDENCE**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. The CONTRACTOR shall provide a Resident Project Representative in charge of the overall project. He/she shall be a competent individual who is fully authorized and capable of managing, directing and coordinating the project; who is fully experienced in the type of work being performed; who is capable of reading and thoroughly understanding the plans and specifications and who is authorized to receive instructions from the Authority and his/her representatives. He/she must be on the Project a minimum of eight (8) hours each day from beginning until completion and shall not have responsibility for any other project. He/she must have worked as a Resident Project Representative on previous projects.

## Exhibit A: Staging Areas



1. Marsh Park Boat Ramp  
36545 Yale Retreat Rd.  
Eustis, FL 32726  
GPS waypoint: 28.882030, -81.704600
2. Thomas Boat Landing  
39800 Thomas Boat Landing Road  
Umatilla, FL 32784  
GPS waypoint: 28.92936, -81.76158

**Exhibit B: Alum Dose Zones**



**Exhibit C: Total Alum Requirements by Dose Zone**

<b>AVAILABLE P CONTOUR INTERVAL (<math>\mu\text{g}/\text{cm}^3</math>)</b>	<b>CONTOUR INTERVAL MID-POINT (<math>\mu\text{g}/\text{cm}^3</math>)</b>	<b>CONTOUR AREA (acres)</b>	<b>AVAILABLE P (kg)</b>	<b>ALUM REQUIREMENTS (Al :P Ratio = 10 :1)</b>
40-60	50	898	18,170	820,346
70-100	85	2,889	99,377	4,486,598
Total			117,547	5,306,944

## ALUM TREATMENT PROJECT

PROJECT: LAKE YALE

### Exhibit D: Schedule of Values

Item No.	Description	Unit	Quantity	Unit Price	Amount
<b>APPLICATION 1</b>					
1	Mobilization	LS	1	\$ 354,489.00	\$ 354,489.00
2	Alum Application Labor	LS	1	\$ 721,837.08	\$ 721,837.08
3	Aluminum Sulfate Material and Delivery	GAL	1,326,736	\$ 0.97	\$ 1,286,933.92
<b>APPLICATION 1 SUBTOTAL</b>					<b>\$ 2,363,260.00</b>
<b>APPLICATION 2</b>					
1	Mobilization	LS	1	\$ 365,124.00	\$ 365,124.00
2	Alum Application Labor	LS	1	\$ 742,298.00	\$ 742,298.00
3	Aluminum Sulfate Material and Delivery	GAL	1,326,736	\$ 1.00	\$ 1,326,736.00
<b>APPLICATION 2 SUBTOTAL</b>					<b>\$ 2,434,158.00</b>
<b>APPLICATION 3</b>					
1	Mobilization	LS	1	\$ 376,077.00	\$ 376,077.00
2	Alum Application Labor	LS	1	\$ 764,567.92	\$ 764,567.92
3	Aluminum Sulfate Material and Delivery	GAL	1,326,736	\$ 1.03	\$ 1,366,538.08
<b>APPLICATION 3 SUBTOTAL</b>					<b>\$ 2,507,183.00</b>
<b>APPLICATION 4</b>					
1	Mobilization	LS	1	\$ 387,360.00	\$ 387,360.00
2	Alum Application Labor	LS	1	\$ 788,697.84	\$ 788,697.84
3	Aluminum Sulfate Material and Delivery	GAL	1,326,736	\$ 1.06	\$ 1,406,340.16
<b>APPLICATION 4 SUBTOTAL</b>					<b>\$ 2,582,398.00</b>
<b>APPLICATIONS 1-4 GRAND TOTAL</b>					<b>\$ 9,886,999.00</b>

#### MOBILIZATION FOR APPLICATIONS 1-4:

MOBILIZATION ASHALL INCLUDE COST ASSOCIATED WITH DEMOBILIZATION, SUBMMITTAL OF SPILL PREVENTION PLAN AND MAINTENANCE OF TRAFFIC (MOT) PLANS PER APPLICATION. LINE ITEM INCLUDES COSTS ASSOCIATED WITH OBTAINING PAYMENT AND PERFORMANCE BONDS PER APPLICATION

#### ALUM APPLICATION LABOR FOR APPLICATIONS 1-4:

LINE ITEM INCLUDES COSTS ASSOCIATED WITH PHYSICAL APPLICATION OF ALUM TREATMENTS PER APPLICATION, SCHEDULING, STORAGE AND DELIVERY OF EQUIPMENT FOR EACH APPLICATION; RESTORATION OF STAGING/ STORAGE AREAS FOR EACH APPLICATION. LINE ITEM INCLUDES PROVISION FOR ALL REQUIRED SUBMITTALS AND ALL TESTING A REQUIRED BY ALUM APPLICATION PROCEDURE BEFORE, DURING AND POST CONSTRUCTION ON A PER APPLICATION BASIS.

#### ALUM SULFATE MATERIAL & DELIVERY FOR APPLICATIONS 1-4:

LINE ITEM INCLUDES COST OF ALUM MATERIAL AND DELIVERY TO THE PROJECT SITE. CONTRACTOR IS ADVISED THAT ALL ALUMINUM SULFATE REQUIRED FOR EACH APPLICATION OF THE PROJECT INCLUDING COST OF DELIVERY TO THE SITE, SHALL BE FURNISHED BY CONTRACTOR, PURSUANT TO PARAGRAPH 2.B.1 OF THE TECHNICAL SPECIFICATIONS.

**Exhibit E: LCWA Four-Year Funding Program**

<b>Fiscal Year</b>	<b>Amount *</b>
<b>Year One</b>	<b>\$2,363,260</b>
<b>Year Two</b>	<b>\$2,434,158</b>
<b>Year Three</b>	<b>\$2,507,183</b>
<b>Year Four</b>	<b>\$2,582,398</b>
<b>TOTAL **</b>	<b>\$9,886,999</b>

\* The Lake County Water Authority (LCWA) will provide Year One Purchase Order once all required compliance documents and permits have been received, reviewed and approved the LCWA. Notice to Proceed will follow soon thereafter.

\*\* The Lake County Water Authority (LCWA) will provide funding over four (4) fiscal years (Phases 1-4 alum application) in the amount not to exceed \$9,886,999. The LCWA yearly amounts are listed in the table above. In the event of a shortfall of the amount in one or more of the foregoing years, LCWA will make up the shortfall in the subsequent fiscal year(s), with the timing determined by the LCWA, until funds totaling \$9,886,999 are provided to SOLitude Lake Management, LLC.

**EXHIBIT F: PAY APPLICATION**

PROJECT: Unit 18 Ibis – Significant Lakes Alum Application  
Project

Project No.: 621

**SECTION 00670**

**CONTRACTOR'S AFFIDAVIT TO OWNER**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership, LLC or Individual) of \_\_\_\_\_ (State), doing business as \_\_\_\_\_ (Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into an Agreement with \_\_\_\_\_ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of \_\_\_\_\_, located at \_\_\_\_\_ County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Agreement, and all lienors have been paid in full, except:

NAME OF LIENOR

AMOUNT DUE AND UNPAID

\$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Agreement.

(5) Receipt by the Contractor of the final payment, under the aforementioned Agreement, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, or F.S. 255.05 on the land and property of the Owner referred to in paragraph (2) of this affidavit.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

\_\_\_\_\_  
(ENTITY)

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

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

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

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Corporation Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of Identification) as identification.

\_\_\_\_\_  
(Seal)  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

SECTION 00680

APPLICATION FOR PAYMENT NO. \_\_\_\_\_

Unit 18 – Ibis- Significant Lakes Alum Application Project for Northern Palm Beach County Improvement District- PROJ. 621

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____
<hr/>	
Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor and Mailing Address  
By \_\_\_\_\_  
(Name and Title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Corporation Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of Identification) as identification.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

\_\_\_\_\_  
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name) (Title)

# **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

## **PROJECT MANUAL**

### **Unit 18 Ibis – Significant Lakes Alum Treatment Project**

NPBCID Job No. PRJ-621

July 2022



**ORIGINAL CONTRACT SET**

PROJECT: Unit 18 Ibis – Significant Lakes Alum Treatment  
Project

PROJECT NO. 621

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**Appendix A: Significant Lake Location Maps (Figures A.1 through A.12)**

**Appendix B: Staging Area Maps (Figures B.1 through B.2)**

PROJECT: Unit 18 Ibis – Significant Lakes Alum Treatment  
Project  
Project No. 621

Date: July 5, 2022

## SECTION 00020

### REQUEST FOR BID PROPOSAL

Sealed Bid Proposals, in triplicate, will be received by the Northern Palm Beach County Improvement District at the District's office at 359 Hiatt Drive, Palm Beach Gardens, FL 33418 (Phone 561-624-7830) for the subject Project until 11:00 AM local time Wednesday, August 3, 2022 then opened. The Bid Proposals totals will be announced at the opening; however, copies of the Bid Proposals will not be provided to attending Bidders at that time.

The Owner for the Project is the Northern Palm Beach County Improvement District.  
The Project Designer is Limno-Tech, Inc. 7300 Hudson Blvd., Suite 295, Oakdale, MN 55128 (herein referred to as the Engineer merely for identification purposes and not as a professional title). All Contract and Technical inquiries should be directed to Kimberly A. Leser, P.E., District Engineer, at Northern Palm Beach County Improvement District and whose phone number is (561) 624-7830.

The Project is generally described as follows: Performance of Alum inactivation project involving multiple applications of Aluminum Sulfate to inactivate sediment in 11 specified lakes within the Ibis Golf and Country Club Water Management System over a period of 3 years. Ibis Golf and Country Club is located south of Northlake Boulevard and west of the City of West Palm Beach Water Catchment Area in West Palm Beach Florida.

Contract Documents may be requested beginning Tuesday, July 5, 2022, from Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, FL 33418 (Phone 561-624-7830)

Bid Documents are available in electronic format at no charge.

A mandatory Prebid conference will be held at 11:00 AM on Wednesday, July 13, 2022 at the office of Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, FL 33418 (Phone 561-624-7830). Representatives of the Owner will be present and Representatives of the Engineer will attend in person or electronically to discuss the project. Specific Project requirements will be discussed at this conference.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

Bid Proposals must be accompanied by a Bid Security in the form of a certified bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's Grand Total Price for just the Public Improvements indicated in the Bid Proposal Form.

No Bid Proposals may be withdrawn for a period of 90 days after the scheduled bid opening date for the receipt of Bid Proposals except as otherwise provided in the Instruction to Bidders.

It is the policy of Northern Palm Beach County Improvement District that those Small Business Enterprises that would be eligible for certification as such by Palm Beach County shall have the maximum practical opportunity to participate in the competitive process of supplying goods and services to Northern Palm Beach County Improvement District.

The successful bidder who is awarded the Contract, shall be required to furnish a 100% Performance Bond and a 100% Payment Bond for the awarded Improvements.

Bidders should anticipate that Owner may negotiate some or all of the aspects of a Bid Proposal with one or more of the Bidders in order to obtain the lowest negotiated price. Northern Palm Beach County Improvement District will contract the publicly funded improvements utilizing its standard contract documents.

Qualification of Bidder: The Project will be awarded only to a responsible Bidder qualified by experience to construct the Project as specified. In addition, the Bidder must satisfy the following criteria:

1. Have been in the general contracting business under the present name of the bidding entity for a minimum of the last five (5) continuous years.
2. Contractor must demonstrate experience utilizing a chemical distribution system that is guided by a satellite guiding system (GPS) and includes computer integrated depth sonar on a minimum of five (5) completed projects of similar size.
3. Contractor must be registered with E-Verify pursuant to Section 448.095, Florida Statutes

The Owner reserves the right to reject any or all Bid Proposals, to waive informalities, and to re-advertise.

BY ORDER OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

Publish: The Palm Beach Post  
July 3, 2022  
July 10, 2022

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EDCJC No. 1910-8, 1983 Edition) and any amendments within Supplementary Conditions section have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid Proposal (hereinafter referred to as the "Bid") directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Request for Bid Proposals, Instructions to Bidders, the Bid Proposal Form, also known as the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The term "Construction" shall have the common meaning used in the industry and also include the provision of just services.

#### 2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Request for Bid Proposals may be obtained from Northern Palm Beach County Improvement District 359 Hiatt Drive Palm Beach Gardens, Fl 33418 (Phone 561-624-7830).

2.2. Complete sets of Bidding Documents must be used in preparing Bids; the Owner, Engineer and District Engineer do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner, Engineer and District Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2.4. To the extent that any of the Bidding Documents are subject to the public records exemption set forth in Chapter 119, Florida Statutes, then in that event, any entity or person receiving such documentation or information shall be obligated to maintain the exempt status of said documentation and information pursuant to the terms and provisions of the above referenced statute and by requesting or receiving such documentation or information agrees to be bound by this requirement.

2.5. Please be advised that pursuant to Section 20.055 (5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, and subcontractors must cooperate with Inspector General(s) of the State of Florida in any investigation, audit, inspection, review, or hearing.

#### 3. QUALIFICATIONS OF BIDDERS.

3.1. Each Bid must be accompanied by evidence of Bidder's Authorization to do business in Palm Beach County, Florida, together with appropriate State of Florida licenses and/or Palm Beach County Certificates of Competency as required to complete the Work.

3.2. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence such as financial data, previous experience, present

commitments and other such data as may be reasonably requested by Owner or otherwise required in Contract Documents.

3.3 Bidder must have been in general contracting business under the present name of bidding entity for a minimum of five (5) continuous years.

3.4 Alum application shall be performed by a qualified lake management professional. Bidders shall provide a listing of a minimum of five (5) similar projects successfully completed along with the experience of the individuals assigned to perform the work.

3.5 The project shall be implemented in accordance with the approved final design for the project.

#### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.3. Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Any such exploration shall be approved in writing by the Owner prior to commencement. Bidder shall clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Owner. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **5. INTERPRETATIONS AND ADDENDA.**

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer (unless another issuing office is designated in the Request for Bid Proposals). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **6. BID SECURITY.**

6.1. Each Bid must be accompanied by Bid security, in **original** form, in an amount of five percent of the Bidder's Grand Total Price of just the Public Improvements indicated in the Bid Proposal Form for the project and in the form of a certified or bank check made payable to the Owner or an **original** Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Payment and Performance Bonds and Insurance Certificates within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the Notice of Award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 90th day after the Bid opening, whereupon Bid security furnished by such Bidders will be

returned. Bid security with Bids which are not competitive will be returned within ten days after the Bid opening.

#### **7. CONTRACT TIME.**

The numbers of days within which, or the dates by which, the Work is to reach Substantial Completion and Final Completion and payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Proposal Form, the time for Substantial Completion and Final Completion are to be inserted by Bidder in the Bid and will be included in the Agreement. The Bidder's proposed times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Bid or as otherwise agreed upon following negotiations, if any.

#### **8. LIQUIDATED DAMAGES.**

Provisions for liquidated damages, if any, are set forth in the Agreement.

#### **9. SUBSTITUTE OR "OR-EQUAL" ITEMS.**

The Agreement, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in Division 1: General Requirements.

#### **10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

10.1. If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within two days after request by Owner submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. **Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. (Emphasis added)** If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price or schedule. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such

acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## **11. BID FORM.**

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the District Engineer's Office (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or typewritten.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. Bids by Limited Liability Companies must be signed by an authorized representative of the limited liability company, whose title must appear under the signature and the official street address of the limited liability company shown immediately below the title.

11.6. All names must be typed or printed below the signature.

11.7. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.8. The Bidder's address and telephone number for communications regarding the Bid must be shown.

## **12. SUBMISSION OF BID.**

Bids shall be submitted, in **triplicate**, at the time and place indicated in the Request for Bid Proposals and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the **original** Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED FOR PROJ. 621 – UNIT 18 IBIS – SIGNIFICANT LAKES ALUM TREATMENT PROJECT FOR NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT – TO BE OPENED AUGUST 3, 2022 at 11:00 A.M." on the face of it.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS.**

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after the Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and its Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

#### **14. OPENING OF BIDS.**

Bids will be opened and read as indicated in the Invitation to Bid.

14.1. When Unit Price Bids are opened no copies of the Unit Price Schedule or tabulation thereof will be made available within thirty (30) days. When Lump Sum Bids are opened no copies of the Schedule of Values or tabulation of the bids will be made available within thirty (30) days after the opening.

#### **15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.**

All bids will remain subject to acceptance for 90 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

#### **16. AWARD OF AGREEMENT.**

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities, time or changes in the Work and to negotiate agreement terms and price with all Bidders, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit price, schedules and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data, delivery data, personnel and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the Work is to be awarded, it will be awarded to a qualified Bidder with the lowest negotiated price and responsive schedule, and whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. It is the policy of Northern Palm Beach County Improvement District that those Small Business Enterprises that would be eligible for certification as such by Palm Beach County shall have the maximum practical opportunity to participate in the competitive process of supplying goods and services to Northern Palm Beach County Improvement District.

16.6. If the Work is to be awarded, Owner is expected to give the Successful Bidder a Notice of Award within 90 days after the day of the Bid opening.

16.7. When Bidder is permitted to designate a Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

#### **17. CONTRACT SECURITY.**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to the District Engineer (or the issuing office), it must be accompanied by the required Insurance Certificates and Performance and Payment Bonds.

#### **18. SIGNING OF AGREEMENT.**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Insurance Certificates and Payment and Performance Bonds.

END OF SECTION

BID PROPOSAL FORM MUST BE SUBMITTED  
IN TRIPLICATE

BIDDER: Solitude Lake Management, LLC

PROJECT: Unit 18 Ibis – Significant Lakes Alum Treatment  
Project

PROJECT NO.: 621

DATE: August 3, 2022  
(Bid Submitted on)

**SECTION 00300**

**BID PROPOSAL FORM**

THIS BID IS SUBMITTED TO:

Northern Palm Beach County Improvement District  
359 Hiatt Drive  
Palm Beach Gardens, FL 33418

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those: (a) dealing with the disposition of Bid security and (b) to the extent that any of the Bidding Documents are subject to the public records exemption set forth in Chapter 119, Florida Statutes, the BIDDER agrees to maintain the non-disclosure status of said documentation and information in accordance with the terms and provisions of said statute and by requesting or receiving such documentation or information is bound by this requirement. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
------	--------

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) By commencing performance of Work in an area, CONTRACTOR shall be held responsible for and be deemed to have determined that such area is in suitable condition to perform the Work and that the Contract Price is sufficient to cover all of the Work, including the risks, hazards and difficulties in connection therewith, including without limitation, any concealed or subsurface conditions which may be encountered during performance of the Work.
- (i) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (j) All costs associated with application permit application fees as a result of this work will be paid for by the Owner. Line item allowances have been included on the Schedule of Values to cover the actual cost of permit fees. Contractor shall submit invoices for costs associated with permit fees to be applied to allowance. The unused portion of the allowances, if any, will be taken as a credit to the overall contract cost on final invoice.
- (k) Bidder understands that pursuant to Section 20.055 (5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, and subcontractors must cooperate with

Inspector General(s) of the State of Florida in any investigation, audit, inspection, review, or hearing and agrees to comply accordingly.

4. BIDDER will complete the Work for the following price(s): BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein or as negotiated, for either the prices BIDDER provides on the Schedule of Values or as thereafter negotiated.

5. Each BIDDER waives any claim it has or may have against the Owner, Engineer, District Engineer and their respective employees and/or consultants, that may arise out of or in connection with the administration, evaluation or recommendation of any bid or proposal for this Project.

6. BIDDER agrees that the Application 1 will be substantially complete within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 90 calendar days after the date when the Contract Time commences to run.

BIDDER agrees that Application 2 will be substantially complete within six (6) to twelve (12) months after substantial completion of Application 1. No more than one application is to be applied within the same Northern Fiscal Year (October 1 through September 30) as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 60 calendar days after the date when the Application 2 Commences.

BIDDER agrees that Application 3 will be substantially complete within six (6) to twelve (12) months after substantial completion of Application 2. No more than one application is to be applied within the same Northern Fiscal Year (October 1 through September 30) as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 60 calendar days after the date when the Application 3 Commences.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following documents are attached to, incorporated herein, and made a condition of this Bid:

- (a) Required Bid Security in the form of an original bid bond in the amount of 5% of grand total price.
- (b) Bidder's Qualification Form (Page(s) BQF 1-9).
- (c) Schedule of Values (Bid Proposal Form page 00300-5).
- (d) Schedule of Subcontractors (Page(s) SUB-1).
- (e) This space intentionally left blank.

8. Communications concerning this Bid shall be telephoned or addressed to:  
The phone number and address of BIDDER indicated below.

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

10. BIDDER's Florida Contractor's License No. 201363147.

11. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

12. BIDDER covenants that it is qualified to do business in Palm Beach County, Florida and has attached evidence of BIDDER's authorization to do business in Palm Beach County, Florida, together with appropriate State of Florida licenses and/or appropriate Palm Beach County Certificates of Competency as required to complete the Work.

13. If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

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

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner) (Signature)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation/LLC

By \_\_\_\_\_ Solitude Lake Management, LLC (SEAL)  
\_\_\_\_\_  
Virginia (Corporation Name/LLC)  
\_\_\_\_\_  
(State of Incorporation)



By \_\_\_\_\_ John Myers, President and CEO  
\_\_\_\_\_  
(Name of Person Authorized to Sign)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Signature)

(Corporate Seal if Applicable)

Attested By: \_\_\_\_\_ Bruce Gelting, Secretary  
\_\_\_\_\_  
(Signature)

Business address: \_\_\_\_\_ 1320 Brookwood Drive Suite H  
\_\_\_\_\_  
Little Rock, AR 72202

Phone No.: \_\_\_\_\_ 888-480-5253

**IBIS SIGNIFICANT LAKES ALUM TREATMENT PROJECT  
NPBCID PROJ. 621 PUBLIC IMPROVEMENTS**

**ADDENDUM NO. 1**

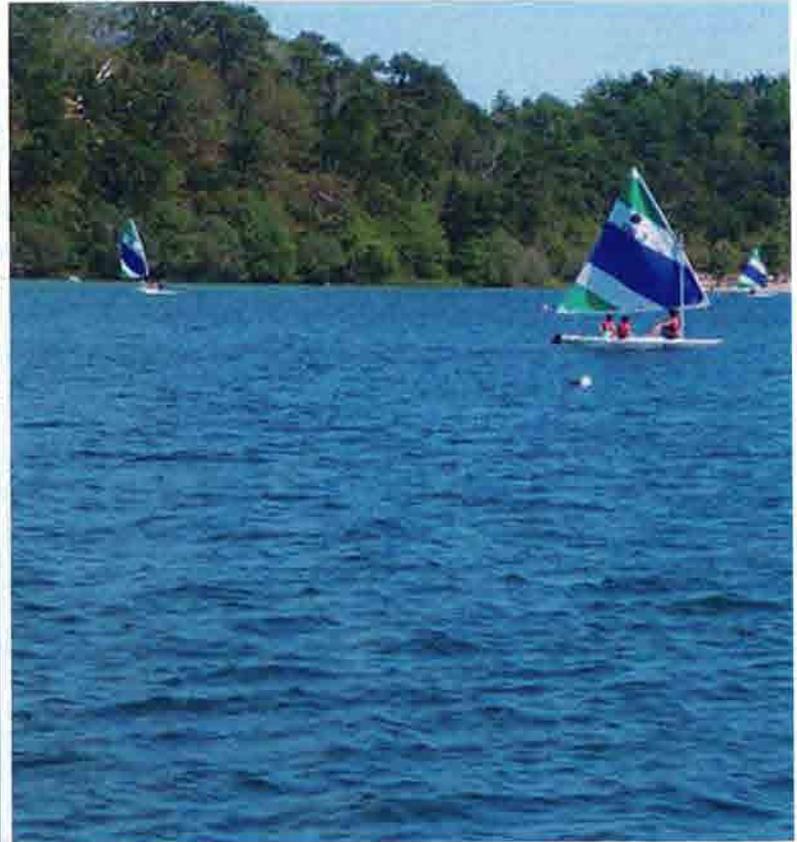
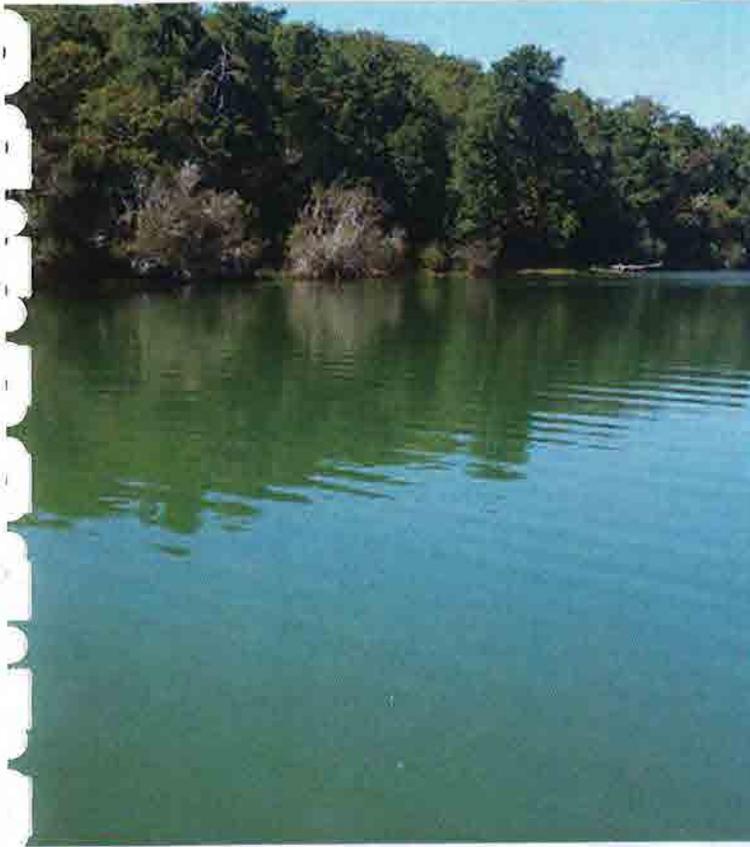
**Schedule of Values**

Item No.	Description	Unit	Quantity	Unit Price	Amount
<b>APPLICATION 1</b>					
1	MOBILIZATION	LS	1	\$52,112.31	\$52,112.31 -
2	ALUM APPLICATION LABOR	LS	1	\$122,129.59	\$122,129.59 -
3	ALUMINUM SULFATE MATERIAL AND DELIVERY	GAL	73,685.00	\$0.85	\$62,632.25 -
<b>APPLICATION 1 SUBTOTAL</b>					<b>\$236,874.15 -</b>
<b>APPLICATION 2</b>					
4	MOBILIZATION	LS	1	\$54,717.93	\$54,717.93 -
5	ALUM APPLICATION LABOR	LS	1	\$127,683.43	\$127,683.43 -
6	ALUMINUM SULFATE MATERIAL AND DELIVERY	GAL	73,685.00	\$0.90	\$66,316.50 -
<b>APPLICATION 2 SUBTOTAL</b>					<b>\$248,717.86 -</b>
<b>APPLICATION 3</b>					
7	MOBILIZATION	LS	1	\$57,453.83	\$57,453.83 -
8	ALUM APPLICATION LABOR	LS	1	\$133,699.17	\$133,699.17 -
9	ALUMINUM SULFATE MATERIAL AND DELIVERY	GAL	73,685.00	\$0.95	\$70,000.75 -
<b>APPLICATION 3 SUBTOTAL</b>					<b>\$261,153.75 -</b>
<b>PUBLIC IMPROVEMENTS-APPLICATIONS 1, 2 &amp; 3 GRAND TOTAL</b>					<b>\$746,745.76 -</b>

**ITEMS 1, 4 & 7:** MOBILIZATION SHALL INCLUDE: COST ASSOCIATED WITH DEMOBILIZATION, SUBMITTAL OF SPILL PREVENTION PLAN AND MAINTENANCE OF TRAFFIC (MOT) PLANS PER APPLICATION. LINE ITEM INCLUDES COSTS ASSOCIATED WITH OBTAINING PAYMENT AND PERFORMANCE BONDS PER APPLICATION.

**ITEMS 2, 5 & 8:** LINE ITEM INCLUDES COSTS ASSOCIATED WITH PHYSICAL APPLICATION OF ALUM TREATMENTS PER APPLICATION, SCHEDULING, STORAGE AND DELIVERY OF EQUIPMENT FOR EACH APPLICATION; RESTORATION OF STAGING/STORAGE AREAS FOR EACH APPLICATION. LINE ITEM INCLUDES PROVISION FOR ALL REQUIRED SUBMITTALS AND ALL TESTING AS REQUIRED BY ALUM APPLICATION PROCEDURE BEFORE, DURING AND POST CONSTRUCTION ON A PER APPLICATION BASIS.

**ITEMS 3, 6 & 9:** LINE ITEM INCLUDES COST OF ALUM MATERIAL AND DELIVERY TO THE PROJECT SITE. BIDDER IS ADVISED THAT THE CITY OF WEST PALM BEACH MAY PURCHASE THE ALUM MATERIAL REQUIRED FOR EACH APPLICATION OF THE PROJECT INCLUDING COST OF DELIVERY TO THE SITE AT NO COST FOR USE BY THE CONTRACTOR, SHOULD THAT OCCUR THE LINE ITEM COST FOR THE ALUM MATERIAL AND DELIVERY WILL BE DEDUCTED FROM EACH APPLICATION'S SUBTOTAL AND THE CONTRACT'S GRAND TOTAL.



## Unit 18 Ibis Significant Lakes Alum Treatment Project

Response to RFP

### PROPOSAL FOR:

Kimberly A. Leser, P.E.  
District Engineer  
Northern Palm Beach County  
Improvement District  
359 Hiatt Drive  
Palm Beach Gardens, FL 33418

### PROPOSAL BY:

Dr. John C. Holz  
Senior Limnologist  
SOLitude Lake Management  
7233 Southern Blvd., Unit 5  
West Palm Beach, FL 33413  
[john.holz@solitudelake.com](mailto:john.holz@solitudelake.com)



March 31, 2022

To: Kimberly A. Leser, P.E.  
District Engineer  
Northern Palm Beach County Improvement District

SOLitude Lake Management is proposing to provide full-scale alum application services to successfully implement the Unit 18 Ibis - Significant Lakes Project (Project). Please accept our response to the Northern Palm Beach County Improvement District's Request for Proposals (RFP). SOLitude has reviewed all available information and has a solid understanding of the RFP and the Project. We are aware of the District's desire to select a highly skilled and experienced applicator to meet the challenges of the project. Our submittal focuses on SOLitude's unmatched ability to execute the application with the highest possible level of precision, effectiveness, safety and professionalism. Specifically, you will find our proposal is focused on three areas that are critical for the success of your project:

- **Project Understanding.** SOLitude is the elite contractor conducting large-scale alum applications throughout the US. We have a detailed understanding of the unique challenges and general needs associated with alum projects, as well as the specifics of this Project. We have the application technology and project experience in similar lakes to fully address these challenges. Our unmatched approach will ensure an application where the project design and strategy benefits are maximized in a the most cost-effective manner.
- **Efficient and precise application methods.** SOLitude's technically advanced application equipment and techniques are state-of-the-art and unique to the industry. Custom designed, our computer-controlled flow and GPS tracking equipment has a proven track record of performance and the precision of our alum injection method has been well documented in third-party studies. With hundreds of completed lake applications, millions of gallons of alum applied and 40+ years of experience, our application expertise and experience are unparalleled.
- **Professionalism.** Alum applications generate much attention from the lake community, the public and the media. SOLitude's personnel and equipment promote a positive and professional image of the project.

SOLitude not only possesses hands-on experience for the technical needs of this project, but also has a history of effectively implementing lake restoration projects. We have proven staff, experience, and project familiarity: all the ingredients to deliver a successful project. If you have any questions regarding our proposal, please contact Dr. John Holz, who will serve as the proposed Project Principal for SOLitude Lake Management.

John C. Holz, PhD  
SOLitude Lake Management  
[john.holz@solitudelake.com](mailto:john.holz@solitudelake.com) - 402.430.0352 - [www.solitudelakemanagement.com](http://www.solitudelakemanagement.com)

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## COMPANY OVERVIEW

SOLitude Lake Management is dedicated to providing clients with the most complete and cost-effective solutions for the management of their lakes, ponds, wetlands and stormwater facilities. We are a licensed pesticide company and the services we offer are all performed by highly educated and trained biologists, ecologists, environmental scientists and aquatic resource specialists. Our goal is to restore and preserve ecological balance while enhancing the natural beauty of aquatic ecosystems.

Algae and lake weed control is particularly important to the health and quality of any aquatic ecosystem. SOLitude is a Steward of Water and SePRO Preferred Applicator, and we have participated in the field trials and testing of many new herbicides and other products used for the treatment of aquatic weeds and algae. Our algae testing and monitoring also allows us to identify and quantify the presence of toxic algae that, if left untreated, could pose human and animal health concerns.

SOLitude is one of the preeminent experts in lake and pond aeration. For several years, our company has been recognized as one of the top three distributors of AquaMaster fountains and aeration systems in the world. SOLitude is a factory service center, accredited repair facility, and distributor for AquaMaster, Vertex, Otterbine, Kasco and AquaControl fountains and aerators.

Water quality monitoring, testing, and restoration are the backbone of any long term integrated lake or pond management program. Our firm is a leader in the testing and implementation of biological augmentation as a means to improve water quality and remove organic sludge and other biodegradable wastes that accumulate on the bottom of a pond. We are also an experienced distributor and applicator of the latest in phosphorus remediation products, such as Phoslock and Alum, designed to remove or sequester available phosphorus from the water column, thus restoring water quality and improving clarity.

For area-selective removal of nuisance, floating and rooted aquatic vegetation, hydro-raking and mechanical harvesting services are offered. In addition to being an economical alternative to dredging, hydro-raking and harvesting are valued for their ecological benefits to aquatic ecosystems. Should maintenance dredging be required, SOLitude can coordinate a multi-faceted dredging effort.

Innovation sets SOLitude apart from others in the industry. We utilize the latest mapping and depth measuring hardware, software, and other equipment to provide our clients with three dimensional lake models, bathymetric studies, sediment and contour mapping and vegetation surveys. Mapping services in combination with routine maintenance and inspections allows us to help clients properly budget for future facility repairs or dredging.

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Fish can often be an overlooked part of the lake management equation, but we pride ourselves in being a leader in fisheries management. From fish stocking to fish habitat management, electrofishing surveys and population assessments, we offer a complete range of services to help clients reach and exceed their fisheries management goals. For those clients who are looking to create a trophy fishery, we have cutting edge management programs to help achieve these goals.

SOLitude Lake Management and staff are active members of many associations dedicated to the improvement of our industry and professional growth including NALMS (North American Lake Management Society), APMS (The Aquatic Plant Management Society), AERF (Aquatic Ecosystem Restoration Foundation), RISE (Responsible Industry for a Sound Environment), WSSA (Weed Science Society of America), CAI (Community Associations Institute), GCSAA (Golf Course Superintendents Association of America), various Turfgrass Councils, and the American Fisheries Society, to name a few. We are founding members of the Society of Lake Management Professionals, an organization dedicated to the management and preservation of fresh water resources, and the accreditation of the professionals who serve this industry.

Visit [www.solitudelakemanagement.com/services](http://www.solitudelakemanagement.com/services) to learn more about our offerings and award winning organization.

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# PROPOSAL

**Technical Scope of Services**



## NUTRIENT INACTIVANT PILOT STUDY AT HONEOYE LAKE

### 1.0 Statement of Understanding

SOLitude Lake Management is pleased to have the opportunity to assist the Northern Palm Beach County Improvement District (Project Owner) in managing eleven lakes at the Ibis Golf and Country Club by conducting by series of three alum applications. SOLitude has the professionalism and extensive experience, technical expertise and resources to ensure the successful completion of this project.

SOLitude has reviewed the Request for Proposals (RFP), and accompanying attachments provided by the Project Owner and has a clear understanding of the background and goals of the project. This Proposal is in accordance with the RFP and we have read and understand all sections and provisions therein. SOLitude is prepared to meet the desired treatment schedule and specifications requested by the Project Owner. Our work extensive work and experience in smaller ponds and intermediate-sized lakes make SOLitude uniquely qualified for this important project.

As detailed in the rigorous project Technical Specifications, SOLitude understands that the Project Owner seeks a highly efficient and effective application to meet the project goals. SOLitude has the project understanding, application technology and project experience in similar lakes to fully address these challenges and concerns. Our approach, which is unmatched by any other alum applicator, will ensure an application where the project design and strategy benefits are maximized. This approach, and detailed strategies to address challenges, are presented in this submittal.

### 2.0 Safety

SOLitude understands that there is no higher priority than safety, both in terms of human safety and environmental safety. This level of safety is a function of detailed project specifications, experienced project oversight, employee training, state-of-the-art equipment, proper storage tanks, safety equipment, water quality monitoring and the execution of a site-specific Spill Prevention and Safety Plan for every project. Our alum application operations have been reviewed by a third party safety consultant and are OSHA compliant.

### 3.0 Alum Application

#### 3.1 Application Overview

SOLitude understands they will furnish and be responsible for all labor, mobilization, demobilization, materials, equipment and incidentals required to complete the applications; including alum, application equipment, sampling equipment, storage equipment and spill containment equipment. SOLitude will be responsible for transport of the liquid alum to the staging areas identified in the RFP and the application

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to the lakes from custom application vessels. SOLitude will arrange for portable storage tanks at the staging areas and alum will be pumped from the storage tanks to tanks onboard the application vessels. The application vessels use computerized dosage equipment that maintains a target dose rate by accounting for changes in vessel speed. All application equipment is integrated with GPS tracking to ensure a uniform and verifiable application area and rate. SOLitude will also be responsible for traffic management, restoring the staging area to pre-project conditions, submitting daily logs and maintaining a secure & safe staging area..

### 3.2 Alum Delivery

Alum will meet the specifications stated in the project's RFP. The product will be delivered to the site in 5,000-gallon tankers following the predetermined access routes. Alum will be transferred to temporary lakeshore storage tanks from air-pressurized delivery tankers through enforcer suction discharge hose. Lakeshore storage tanks will be secured (locked) if the products are stored overnight. SOLitude will be responsible for scheduling the delivery of both products and security.

### 3.3 Lake Access

All lakes will be accessed through public easements. Application vessels will be deployed into the lakes using a shooting boom forklift and track matting. A trailer hitch ball will be attached to the fork of the lift and then attached to the trailer hitch. The forklift will remain stationary while the boom is extended and pushes the trailer/vessel into the lake. This procedure keeps heavy vehicles off of the turf (only the application vessels go across the turf). In addition, high density plastic track matting is placed on the turf prior to deploying the vessel. The matting prevents the trailer from sinking into and damaging the turf. Any minor damage will be restored. This is a proven method of eliminating/minimizing site disturbance and has been utilized by SOLitude on multiple past projects.

### 3.3 Application Protocol

Alum will be applied to the higher alum dose lakes (#'s 2, 21, 22,30, 33) from a 8' x 24' customized barge. This vessel is powered with a Prodrive 40 horsepower air-cooled outboard motor, is equipped with a 20' application boom. The vessel has an application rate of 12,000 gallons per day. The minimum application water depth for this vessel is two feet.

Alum will be applied to the lower alum dose lakes (#'s 4, 5, 15, 17, 27, 31) from a modified Carolina Skiff equipped with an outboard motor and a 10' application. The vessel has an application rate of 2,000 gallons per day. The minimum application water depth for this vessel is two feet.

Alum will be stored onboard the vessels in polyethylene tanks. Onboard pumps supply the alum to application ports on the spray bars. All piping is stainless steel or heavy-duty HDPE tubing. Type 316 stainless-steel fittings are used in areas where contact with liquid products are anticipated. All couplings and connectors for distribution lines, storage tanks, pump and injector units meet corrosion resistance standards for alum.

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SOLitude's subsurface injection technology utilizes injection lines with jet nozzles that are suspended from the application boom and penetrate the water surface. Alum is injected under pressure and flash mixes with lake water. This method bypasses the lake water's surface tension and allows the floc to form and begin to settle quickly out of the photic zone (documented settling rates of 1 ft every 2 min). Thus, floc contact with algae and potential wind redistribution of floc is minimized. This system has successfully applied alum to lakes with high algal concentrations (e.g., Grand Lake St. Mary's, OH; Spring Lake, MN) and wind concerns (e.g., Georges Pond, ME; Cedar Lake, WI).

The pumping systems on the application vessels are controlled by a computerized GPS systems that varies the flow rate with boat speed and bathymetric measurements (via sonar) to ensure the target dose rate is achieved. The treatment area/sectors will be delineated and installed into the GIS system and the application will be guided by integrated GPS Navigation System. The guidance system screen will show the lake and application boundary with a grid overlay. While assisting the operator in maintaining accurate passes/transects, the system logs the path of the treatment vessel with an accuracy of  $\pm 1$  meter.

pH is monitored in real time from the vessels with a YSI Pro10 meter (calibrated daily) and the application stops if pH drops below a predetermined threshold. The computer-controlled pumping system has a manual backup system and replacements for all major parts (including pumps) exist on-site.

### 3.4 Equipment & Personnel Redundancy

SOLitude provides complete redundancy for equipment and personnel during all alum applications to ensure that the project is not only completed, but completed on time. Downtime is minimized or eliminated by having replacement equipment and parts onsite for all components of the application process (e.g., pumps, hoses, fittings, valves, computerized flow control system components, etc.). Our application barges are equipped with two outboard motors and the application can continue with one motor in the event one fails. SOLitude also has a backup barges that can be transported to the project site within 1-3 days. We also have trained on-call personnel that can be to the project site within a day to replace onsite staff if needed.

### 3.5 Application Timing & Duration

This project entails applying a total 221,055 gallons of alum to 11 lakes at the Ibis Golf and Country Club. The total volume will be split evenly over three separate application (73,685 gallons per application). Each application will take approximately 12 calendar days to complete. SOLitude understands and is prepared to meet the schedule outlined in the RFP:

- Application 1 completed within 60 days after the date the Contract Time commences
- Application 2 completed within 6 to 12 months after completion of Application 1
- Application 3 completed within 6 to 12 months after completion of Application 2
- No more than one application will occur within the same Northern Fiscal Year (Oct. 1 - Sept. 30)

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Ultimately the schedule will be mutually agreed upon by NPBCID and SOLitude and the speed of application will be controlled by lake pH, water temperature and weather conditions.

### 3.6 Jar Tests and pH Monitoring

Jar tests will be conducted every morning prior to the application of alum to evaluate the effects of the application to the lake water at the time of application. Tests will be conducted on 10-20 gallons of lake water, which will be dosed with planned rates of alum application. The effects of the dose on lake water pH will be monitored (YSI Model 100A meter, calibrated daily) and results will be used to adjust the application rate if needed.

The lake pH will be monitored in surface water samples at hourly intervals during the application. A YSI Model 100A will be calibrated daily and used to measure pH. Application will be suspended if pH falls below 6.5 or rises above 9.0 S.U.

### 3.7 Daily Application Log

A log of contractor activities and application information will be prepared each day of the project. The log will be shared electronically with the Project Owner and/or the Project Owner's Representative/Engineer by 10:00AM the following day. At a minimum, the log will contain:

- Date of work
- Hours of application
- Quantity of alum applied
- Approximate acreage treated
- Summary of alum deliveries
- Jar test results
- pH monitoring results
- Explanation of any downtime

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# REFERENCES

**Alum Treatment Experience  
and Case Studies**



## 4.0 Selected Past Projects (2016-2021)

- Stafford, RI
- Nippo, NH
- Congamond, MA
- Cochnewgon, ME
- Auburn, ME
- Hinckleys, MA
- East Pond, ME
- Monponsett, MA
- Cliff, MA
- Georges Pond, ME
- Heritage, PA
- Moswansicut Reservoir, RI
- Keller II, MN
- Half Moon III, WI
- Cedar III, WI
- Savage Pond, MN
- Mona, MI
- Crystal, MN
- Riverside II, NE
- Ketchum, WA
- Black II, WA
- Pomerleau Lake II, MN
- Bass Lake II, MN
- North Lake, MN
- Bald Lake, MN
- Hay Lake, MN
- Cliff Lake, MN
- Shields Lake II, MN
- Lake Agnes, MN
- Waughop II, MN
- Long Lake II, WI
- East Balsam Lake, WI
- Lake Riley II, MN
- Upper Prior Lake, MN
- Cornelia Lake, MN
- Lake Como, MN
- Spring Lake III, MN
- Waughop Lake I, WA
- Shields Lake I, MN
- Moody Lake II, MN
- Stormwater Basin JP 5, MN
- Stormwater Basin LP 44, MN
- Stormwater Basin GP 1.2, MN
- Stormwater Basin LP 53, MN
- Stormwater Basin LP 41, MN
- Holz Lake, MN
- Heine Lake, MN
- Blackhawk Lake West II, MN
- Thomas Lake, MN
- Carlson Lake, MN
- Fish Lake II, MN
- Cedar Lake II, WI
- Hyland Lake, MN
- Keller Lake, MN
- Half Moon Lake II, WI
- Bass Lake I, MN
- Pomerleau Lake I, MN
- Wasserman West Lake, MN
- Normandale Lake, MN
- Long Lake, WA
- Cove Lake, IL
- Victoria Springs, NE
- Crystal Lake, NE
- Kirkpatrick Lake, NE
- Wood Pond, MN
- Moody Lake I, MN
- Rice Marsh Lake, MN
- Lotus Lake, MN
- Long Lake I, WI
- Spring Lake II, MN
- Heart Lake, WA
- Fish Lake I, MN
- Cedar Lake I, WI
- Half Moon Lake I, WI
- Moses Lake, WA
- Riverside Boating Lake, NE
- Riverside Fishing Lake, NE
- Wapato Lake, WA
- Sunfish Lake, MN
- Augusta Lake, MN
- Pinto Lake, CA

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## 5.0 Past Project Descriptions

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## Lake Sizes

2 - 32 acres

## Dates of Application

2013 - 2020

## Project Sponsor

City of Eagan

## Project Reference

Eric Macbeth

City of Eagan

Eagan, MN

[emacbeth@cityofeagan.com](mailto:emacbeth@cityofeagan.com)

651-675-5300

## Eagan Ponds, MN

Phosphorus (P) dynamics urban ponds is an active area of research. Study results show that many of these ponds (which were originally design to trap and hold nutrients) are now releasing sediment P and serve as a source for downstream waterbodies. The City of Eagan, MN has been progressive in their use of alum to inactivate the sediment P in urban ponds and thus improving water quality in the ponds and the downstream receiving waters.

SOLitude (formerly HAB Aquatic Solutions) built two new application vessels to access these isolated and shallow ponds. Most of the ponds do not have public access and equipment must be brought in through public right-of-ways or across private property. Both vessels are equipped with state-of-the-art GPS guided, dual channel flow control hardware and software that can precisely regulate the simultaneous application of alum and sodium aluminate. The smallest vessel is modular in design, which allows it to be carried in, quickly assembled in the pond and avoids disturbing surrounding lawns and shoreline.

SOLitude has successfully conducted 17 individual pond alum applications for the City of Eagan, most of which were buffered with sodium aluminate. Pond sizes have ranged from 2 to to 32 acres, alum doses from 700 to 16,000 gallons, sodium aluminate doses from 350 to 8,000 gallons, and application durations between 0.25 and 1.5 days.



## Lake Size

286 acres

## Date of Application

April 2018

## Project Sponsor

Providence Water

## Project References

### Rich Blodgett

Providence Water  
Providence, RI  
rblodgett@provwater.com  
401-521-6300

### Matt Ladewig

Consultant-in-Charge  
ESS Group  
Providence, RI  
mladewig@essgroup.com  
401-330-1204

## Moswansicut Reservoir, RI

Moswansicut Reservoir is a 286-acre drinking water reservoir located in Scituate, RI. Moswansicut has a maximum depth of 47 feet, an average depth of 20 feet, and



*Lowering the Application Barge into Moswansicut Reservoir*

was showing signs of degraded water quality. Excessive amounts of phosphorus (P) were fueling nuisance amounts of algae in the reservoir. Some of the types of algae (cyanobacteria) had the potential to produce toxins and harm humans. P leaching from the nutrient-rich lakebed sediments was identified as a primary source of P to the overlying water column and algae.

Samples from the lakebed confirmed that P was high in the sediments and available for release into the water column. A buffered alum application dose and strategy delivered a target dose of 70,359 gallons of alum and 34,824 gallons of sodium aluminate to a 173-acre portion of Moswansicut Reservoir. SOLitude (formerly HAB Aquatic Solutions) conducted the application over a six-day period in late April 2018. Despite having the 3rd wettest year for the state in 2018, the buffered alum application resulted in a substantial reduction in total-P and chlorophyll a during the summer of 2018. Average water transparency (Secchi Disk depth) increased, with the maximum transparency increasing nearly 3 times above pre-project conditions. Cyanobacteria blooms were eliminated and there were no negative impacts on non-target organisms.

## Lake Size

358 acres

## Date of Application

May 2020

## Project Sponsor

Georges Pond  
Association

## Project Reference

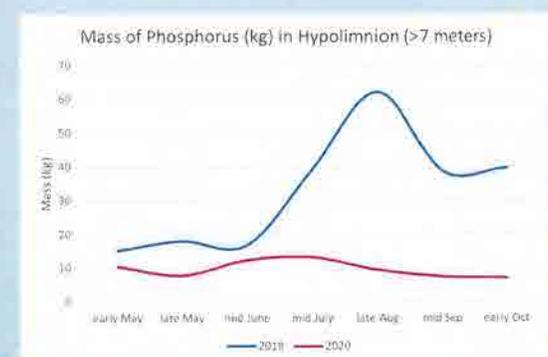
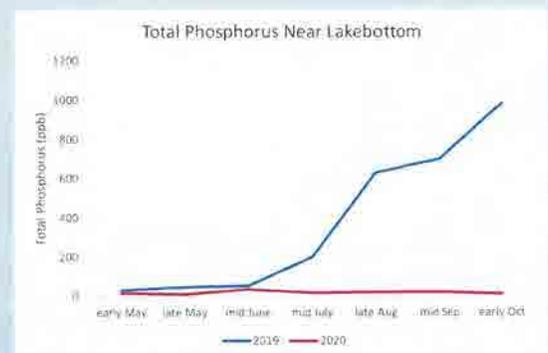
**John Eliasberg**  
Georges Pond  
Association  
Franklin, ME  
john.eliasberg@gmail.com  
**858-775-1674**

## Georges Pond, ME

Georges Pond is a 358-acre lake near Franklin, ME with an average depth of 14 feet and a maximum depth of 45 feet. Water quality had decreased with recent cyanobacteria blooms in 2012, 2015, 2017 & 2018. Studies showed that lakebed sediments were releasing phosphorus (P) when oxygen levels decreased at the lake bottom (total P doubled in the water column in 2019). The sediment P release ultimately increased the amount of P available for algae blooms, decreasing water clarity by up to 10 feet over the years.

SOLitude (formerly HAB Aquatic Solutions) conducted the first of two planned buffered alum applications over a 4-day period in May 2020. The 131-ac application zone received a dose of 26,055 gal of alum and 13,027 gal of sodium aluminate in 2020 and the second application is scheduled for May 2021. The lake is already realizing reduced internal P loading from the sediments, lower water column P, greater clarity and improved recreational opportunities for lake users. In fact, Georges Pond had the greatest clarity measurement on record during summer 2020 - **over 22 ft!**

The graphs to the right illustrate the **dramatic reduction in P release rates** before (blue lines) and after (red lines) the alum application at Georges Pond. The top graph shows that the concentration of P near the bottom was reduced due to less P leaching from sediments (99% less than the August 2019 peak). The bottom graph shows the mass of P accumulating in the bottom waters over the summer was much lower in 2020 (85% lower by early October).



*Bottom Water P Characteristics Before and After Alum Application. Data Source: J.Eliasberg; Georges Pond Association*

## Lake Size

1,118 acres

## Dates of Application

June 2017 & June 2019

## Project Sponsor

Cedar Lake Protection  
& Rehabilitation District

## Project References

### Dan Early

Cedar Lake Protection &  
Rehabilitation District  
Stair Prairie, WI  
early.danielj@gmail.com  
763-442-2666

### Bill James

U of Wisconsin-Stout  
Menomonie, WI  
jamesw@uwstout.edu  
715-338-4395

## Cedar Lake, WI

**Cedar Lake** is an 1,118-acre recreational lake near Star Prairie, WI with a maximum depth of 34 feet. Cedar Lake has been on the Wisconsin list of impaired waters since 1998 because of high total phosphorus levels. The lake is eutrophic to hypereutrophic with

summer algae blooms that result in odors and unsightly build-up of algae along the shorelines. The lake is phosphorus (P) limited: it is the concentration of P which controls the level of algae growth. Impairment of recreation uses was added to the list of water quality concerns for Cedar Lake because of excess algae growth in 2012. Cedar Lake algae blooms have been documented since the 1930s. Copper sulfate was used on the lake since the 1940s to provide short term relief of nuisance blooms. Lake samples confirmed P was very high in the sediments and available to be released into the overlying water column.

SOLitude (formally HAB Aquatic Solutions) conducted the first two (out of five planned alum applications) in June 2017 and June 2019. Thus far, 42% of the total dose has been applied to the 680-ac application zone (285,000 gal in 2017 & 316,000 gal in 2019). Results to date include an average of **26% less phosphorus** in the lake water during the summers of 2017 and 2018. This lowered the chlorophyll a concentration (a measure of the amount of algae in the lake) by **54%**. Having less algae has **improved the water clarity by 26%** during the two summers following the 2017 application. The 2017 dose was only 20% of the total dose and additional improvement will continue after the 2019 and subsequent doses.



*Sunrise at Cedar Lake*

## Lake Size

273 acres

## Date of Application

June 2018

## Project Sponsor

Long Lake Protection & Rehabilitation District

## Project References

### Michael Langer

Long Lake Protection & Rehabilitation District  
Centuria, WI  
langerdistro@yahoo.com  
612-590-9908

### Cheryl Clemens

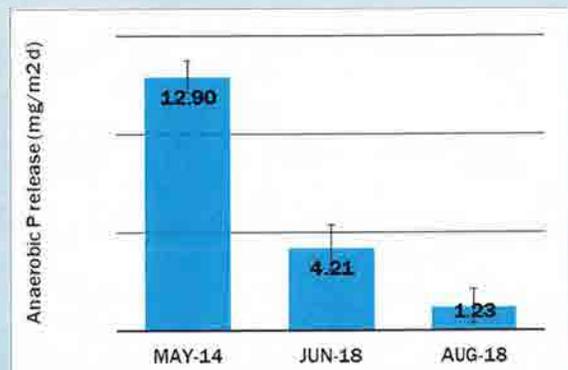
Consultant-in-Charge  
Harmony Environmental  
Amery, WI  
harmonyenv@amerytel.net  
715-268-9992

## Long Lake, WI

**Long Lake** is a 273-acre lake near the town of Balsam Lake, WI with an average depth of 11 feet and a maximum depth of 17 feet. The lake is eutrophic, experiences excessive summer algae blooms, and has poor water quality (high phosphorus (P) concentrations, large amounts of algae, low water clarity). A substantial amount of P has accumulated in the lakebed sediments over the years. The sediments release the P when oxygen levels decrease at the lake bottom. This leaching of P from the lakebed is called “internal loading” and ultimately increases the amount of P available for algal uptake and growth. Samples from the bottom of Long Lake confirmed that P was very high in the sediments and available for release into the overlying water column. Historically, about 70% of the P in the lake has originated from the sediments and the other 30% enters from the surrounding watershed.

SOLitude conducted the first of three planned buffered alum applications over a 2.5-day period in June 2018. The 88-ac application zone received a dose of 42,246 gal of alum and 21,123 gal of buffer in 2018 and second application is scheduled for June 2020. Although the project is still ongoing, the lake is already realizing reduced internal P loading from the sediments, lower water column P, reduced algal concentrations and improved recreational opportunities for lake users.

The graph to the right illustrates the **dramatic reduction in P release rates** before (May 2014) and after the 2018 alum application at Long Lake. Specifically, P release was reduced by 67% five days after the alum application (June 2018) and by 90% two months after application (August 2018).



Long Lake P release rates: before (May '14) & after (Jun '18 & Aug '18) alum application Source: James, UW-Stout

# OUR TEAM

**Qualifications and Experience of  
Key Personnel**



## 6.0 Firm Experience & Qualifications

SOLitude Lake Management (and formerly HAB Aquatic Solutions) has been providing professional lake management services since 1971. We have successfully completed well over a thousand treatment programs, mechanical projects, and other types of management plans on lakes across the U.S. We currently manage over 1,000 waterbodies on an annual basis and have a well-rounded and experienced staff to meet any lake management challenge.

To the best of our knowledge, SOLitude has the most prior alum application experience in both large and small lakes. Smaller-scale alum treatments, like the Ibis project, require a commitment of highly trained personnel and specialized application vessels and equipment. We are proud to have successfully completed all of the most noteworthy and successful alum treatments over the last 30 years.

## 7.0 Key Personnel

### John Holz, PhD | Project Principal/Senior Limnologist

Dr. Holz has over 25 years of experience in surface water quality/aquatic habitat management and research. Dr. Holz has performed the role of Project Principal on over 125 lake phosphorus inactivation projects.

While earning his PhD from the University of Nebraska-Lincoln (UNL), Dr. Holz's research advanced our understanding of water resource issues and developed improved management tools for lakes, streams and watersheds, including assessing/interpreting/predicting the response of water bodies to pollutants and the effectiveness of restoration techniques. Dr. Holz conducted research that advanced our ability to address numerous unique water quality challenges and pollutant effects. Specific areas of expertise include lake restoration and management, watershed management, biological indicators of water quality, phytoplankton ecology and management, nutrient inactivation (alum), determination of appropriate water quality goals, nutrient criteria development, water quality monitoring, water quality modeling, internal phosphorus loading, and determining effectiveness of TMDL's using water quality and biological information. Dr. Holz was honored for his alum research advancements by the North American Lake Management Society in 1999 when he received their Technical Excellence Award in recognition for Outstanding Research in Lake Restoration, Protection and Management.

As a faculty member at UNL, Dr. Holz obtained \$7.95 million in funding to support water quality research, authored over 20 publications, taught courses in Limnology (the study of lakes and streams) and Lake and Reservoir Restoration, and served as a technical advisor to the U.S. Environmental Protection Agency (EPA) on water quality management issues in the U.S. Dr. Holz is a recognized leader in water quality/aquatic habitat management.

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### **Tadd Barrow, MS | Project Manager/Water Quality Specialist**

Mr. Barrow has over 20 years of experience in fisheries, surface water quality/aquatic habitat management and research. He has performed the role of Project Manager on over 125 lake restoration projects.

While earning his M.S. from the University of Nebraska-Lincoln (UNL), Mr. Barrow's research led to insights on the management of sensitive fish species related to unique water quality stressors, including assessing/interpreting/predicting the response of fishes to pollutants and the available aquatic biota. Mr. Barrow conducted research that advanced our ability to address numerous unique water quality challenges and pollutant effects. Specific areas of expertise include communication with public, private agencies and businesses discussing lake ecology and restoration and management, watershed management, biological indicators of water quality, phytoplankton ecology and management, nutrient inactivation (alum), determination of appropriate water quality goals, water quality monitoring, internal phosphorus loading, and determining impacts of toxic algae using water quality and biological information.

As a faculty member at UNL, Mr. Barrow obtained \$5.96 million in funding to support water quality research, authored over 15 publications, and guest lectured courses in Limnology and Lake and Reservoir Restoration. Mr. Barrow established a nationally unique lake water quality volunteer monitoring program. Mr. Barrow is also a graduate of the National Extension Leadership and Development and is a leader in water quality/aquatic habitat management and toxic algae assessment.

### **Marc Bellaud | Project Quality Control/Director Technical Services**

Mr. Bellaud, Director of Technical Services has more than 25 years of experience in the aquatics industry. Marc's work has primarily focused on applied aquatic invasive species control programs and related lake and pond management issues. He has authored dozens of lake management plans and feasibility studies and has designed and implemented integrated aquatic plant management programs in lakes and ponds throughout the Northeast. Marc is a Licensed Aquatic Pesticide Applicator in the six states, but has always prided himself on incorporating all available technologies and techniques to best meet client's needs.

### **Joel Barrow | Project Barge Operator/Application Specialist**

Mr. Barrow has over 20 years of experience in the field of project supervision and has an intimate understanding of all boats, pumps, software and miscellaneous equipment required to complete an alum application. His specific project tasks include barge and software operation, equipment mobilization/demobilization, product transfer to application barge, equipment maintenance/repair and the enforcement of numerous safety plan tasks.

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## 8.0 Key Personnel Resumes

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**John Holz, PhD**  
Senior Limnologist



**Education**

Ph.D. in Biological Sciences (Aquatic Ecology), University of Nebraska  
Master of Science degree in Forestry, Fisheries and Wildlife, University of Nebraska  
Biological Sciences degree in Natural Resources, University of Nebraska

**Professional Associations**

American Society of Limnology and Oceanography  
Ecological Society of America  
North American Lake Management Society

**Biography**

Dr. Holz has over 25 years of experience in surface water quality/aquatic habitat management and research. Dr. Holz has performed the role of Project Principal on over 125 lake phosphorus inactivation projects.

While earning his PhD from the University of Nebraska-Lincoln (UNL), Dr. Holz's research advanced our understanding of water resource issues and developed improved management tools for lakes, streams and watersheds, including assessing/interpreting/predicting the response of water bodies to pollutants and the effectiveness of restoration techniques. Dr. Holz conducted research that advanced our ability to address numerous unique water quality challenges and pollutant effects. Specific areas of expertise include lake restoration and management, watershed management, biological indicators of water quality, phytoplankton ecology and management, nutrient inactivation (alum), determination of appropriate water quality goals, nutrient criteria development, water quality monitoring, water quality modeling, internal phosphorus loading, and determining effectiveness of TMDL's using water quality and biological information. Dr. Holz was honored for his alum research advancements by the North American Lake Management Society in 1999 when he received their Technical Excellence Award in recognition for Outstanding Research in Lake Restoration, Protection and Management.

As a faculty member at UNL, Dr. Holz obtained \$7.95 million in funding to support water quality research, authored over 20 publications, taught courses in Limnology (the study of lakes and streams) and Lake and Reservoir Restoration, and served as a technical advisor to the U.S. Environmental Protection Agency (EPA) on water quality management issues in the U.S. Dr. Holz is a recognized leader in water quality/aquatic habitat management.

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**Tadd Barrow**  
Water Quality Specialist

**Education**

Master of Science degree in Natural Resources (Fisheries), University of Nebraska  
Biological Sciences degree in Forestry, Fisheries & Wildlife, University of Nebraska

**Professional Associations**

American Fisheries Society  
North American Lake Management Society

**Biography**

Mr. Barrow has over 20 years of experience in fisheries, surface water quality/aquatic habitat management and research. He has performed the role of Project Manager on over 125 lake restoration projects.

While earning his M.S. from the University of Nebraska-Lincoln (UNL), Mr. Barrow's research led to insights on the management of sensitive fish species related to unique water quality stressors, including assessing/interpreting/predicting the response of fishes to pollutants and the available aquatic biota. Mr. Barrow conducted research that advanced our ability to address numerous unique water quality challenges and pollutant effects. Specific areas of expertise include communication with public, private agencies and businesses discussing lake ecology and restoration and management, watershed management, biological indicators of water quality, phytoplankton ecology and management, nutrient inactivation (alum), determination of appropriate water quality goals, water quality monitoring, internal phosphorus loading, and determining impacts of toxic algae using water quality and biological information.

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**9.0 Bidder's Qualification Form, Schedule of Subcontractors,  
Addendum No. 1 Form & Florida Business License**

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PROJECT Unit 18 - for Significant Lakes Alum Treatment  
Project for Northern Palm Beach County  
Improvement District

PROJECT NO: 61

BIDDER QUALIFICATION FORM

Name of Bidder Solitude Lake Management, LLC

Address of Bidder 1320 Brookwood Drive, Suite B, Little Rock, AR 72202

To: Northern Palm Beach County Improvement District  
359 Hiatt Drive  
Palm Beach Gardens, Florida 33418

Gentlemen:

The signer of this affidavit guarantees the truth and accuracy of all statements and information submitted herein in support of its bid proposal to furnish all materials, equipment, and labor, and to perform all work in accordance with the Contract Documents for Unit 18 - for Significant Lakes Alum Treatment Project for Northern Palm Beach County Improvement District located in Palm Beach County, Florida.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Northern, deemed necessary to verify the statements made, information submitted, or regarding the standing and general reputation of the applicant.

The undersigned has not been disqualified by any public agency in Florida except as is explained as follows:

The undersigned further affirms that, if false information is furnished in support of its bid proposal, it can and will be prosecuted to the fullest extent of the law for perjury.

Name of Organization

By: *John Myers*  
Print: John Myers  
Title: President and CEO

(If Corporation, Affix Seal)



STATE \_\_\_\_\_  
COUNTY OF Berks

OF

~~York~~ Pennsylvania

QUALIFICATION OF BIDDER  
FORM 1

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this 20<sup>th</sup> day of July, 2020, by John Myers (Name of Officer or Agent, Title of Officer or Agent) of Solitude Lake (Name of Corporation Acknowledging),

a PA (State or Place of Incorporation) corporation, on behalf of the corporation.  He/she is personally known to me or has produced \_\_\_\_\_ (Type of Identification) as identification.

Kathleen Archer (Seal)  
Signature of Notary Public

Kathleen Archer  
Print, Type or Stamp Name of Notary

SR Legal Assisstant  
Title or Rank

Commonwealth of Pennsylvania - Notary Seal  
Kathleen Archer, Notary Public  
Berks County  
My commission expires November 14, 2023  
Commission number 1237525  
Member, Pennsylvania Association of Notaries

Serial Number, if any \_\_\_\_\_

PART I - STATEMENT OF EXPERIENCE:

1) Legal Name of Applicant, Address, Telephone Number & E-mail address:  
Solitude Lake Management, LLC  
1320 Brookwood Drive, Suite H, Little Rock, AR 72202  
(888) 480-5253  
john.holz@solitudelake.com

2) Specify applicant's type of business organization: Lake and Wetland Management

3) For business organizations state:  
Date of formation 04/16/1999  
State in which formed: VA

Name and Title of Principal Officers/Managers/Partners	Date of Assuming Title
<u>John Myers, President and CEO</u>	<u>11/01/2017</u>
<u>Bruce Gelling, General Council</u>	<u>11/01/2017</u>
<u>Jason Coyle, Treasurer</u>	<u>11/01/2017</u>

If an Out-of-State Entity and currently authorized to do business in Florida, give the date of such authorization:  
\_\_\_\_\_

4) If an Individual, state -- Name & Address:  
\_\_\_\_\_  
\_\_\_\_\_

5) List State, County, or other Public Agencies with which the applicant is qualified to perform work by some means of pre-qualification:

<u>Agency</u>	<u>Trade in Which Qualified</u>	<u>Expiration Date</u>	<u>Approved Amount</u>
Florida - DEP	HAB Rapid Response	06/30/2025	Unlimited Approval - Services are based on request for service
Lee County	HAB Rapid Response	06/14/2023	Unlimited Approval - Services are based on request for service

6) Describe the applicant’s organizational structure, including number of permanent employees engaged in cost estimating, purchasing, expediting, detailing, and engineering, field supervision, field engineering, and layout:

We have approximately 500 employees nationwide (Regional Directors, District Managers, Operation Managers, Field Technicians, Sales Team and Business Operations). Employees: 50 Cost Estimating, 5 Purchasing, 5 Expediting, 10 Detailing, 20 Engineering, 48 Field Supervision, 12 Field Engineering, 300 Layout (Technicians)  
 (Use extension sheet if necessary)

7) Give name of other party & data about any construction project the applicant has failed to complete within the last 5 years:

None

---



---

(Use extension sheet if necessary)

8) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No. If within the last five (5) years, state name of individual, other organization, and reason therefor:

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9) Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No. If within the last five (5) years, state name of individual, name of owner, and reason therefor:

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10) Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of construction methods, costs, etc? No.

If yes, state case number, case name, and provide pertinent details, including judgment:

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(Attach extension sheet if necessary)









18) What is the largest contract (dollar costs) ever performed by your organization?

Name of Work: NYCDEP - New Croton Reservoir Herbicide Treatment

Total Contract Amount: 4.5 Million over 3 years (2021 - 2023)

Amount of Your Contract: 2.25 Million

19) How much time was lost during the last two (2) years from strikes? None

Total Man Days: \_\_\_\_\_ Total Calendar Days: \_\_\_\_\_

Explain Cause: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20) Identify a minimum of five projects where your firm has utilized a chemical distribution system guided by a satellite guiding system (GPS) and computer integrated depth sonar.

Year Completed: 2022 Project Name: East Balsam Lake Alum Treatment

Year Completed: 2022 Project Name: Buffered Alum Application at Lily Lake

Year Completed: 2022 Project Name: Hyland Lake Alum Treatment

Year Completed: 2022 Project Name: Alum Treatment for Half Moon Lake

Year Completed: 2022 Project Name: Long Lake Alum Application Project

**PART II - GENERAL FINANCIAL INFORMATION:**

1) Give total contract value of work accomplished by your organization in each of the last three (3) years:

2021 - \$78,000,000.00      2020 - \$75,000,000.00      2019 - \$ 55,000,000.00

2) Give contract value of work now pending award to your organization:

\$12,500,000.00

State amount requiring bond if awarded: \$4,000,000.00

3) Give the value of any judgments or liens outstanding against your organization:  
\$ 0.00

Explain: \_\_\_\_\_  
\_\_\_\_\_

4) Give names of Surety Companies & Agent under which you have functioned within the last three (3) years:

2021 Timothy Bowen, Vice President / Edgewood Partners Insurance Center (EPIC)

2020 Timothy Bowen, Vice President / Edgewood Partners Insurance Center (EPIC)

2019 Timothy Bowen, Vice President / Edgewood Partners Insurance Center (EPIC)

5) Estimate your maximum bonding capacity: \$ 5,000,000.00 Single Project / \$ 15,000,000.00 Aggregate Project

How much is unencumbered and available as of this date?

\$ (currently \$10.7 MM being used) \$4.3MM

6) Has any Surety Company refused to write you a bond on any construction work? No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) What is the dollar value of the largest project you consider your organization is qualified to undertake?

\$ 5,000,000.00

END OF FORM



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

**7233 SOUTHERN BLVD Bldg 5  
 WEST PALM BEACH, FL 33413**

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
51-0013 AQUATIC WEED CONTROL	SOLITUDE LAKE MANAGEMENT LLC	EXEMPT	B22.613876 - 07/26/22	\$33.00	B40142922

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201363147  
 EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

SOLITUDE LAKE MANAGEMENT LLC  
 SOLITUDE LAKE MANAGEMENT LLC  
 1320 BROOKWOOD DR STE H  
 LITTLE ROCK AR 72202-1412



6-242

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE SOLitude Lake Management, LLC  
2844 Crusader Circle, Suite 450, Virginia Beach, VA 23453

as Principal, hereinafter called the Principal, and Federal Insurance Company  
202B Hall's Mill Road, Whitehouse Station, NJ 08889

a corporation duly organized under the laws of the State of Indiana

as Surety, hereinafter called the Surety, are held and firmly bound unto Northern Palm Beach County Improvement District  
359 Hiatt Drive, Palm Beach Gardens, FL 33418

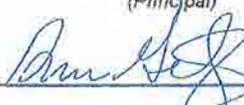
as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_  
Five percent of amount bid Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Unit 18 Ibis - Significant Lakes Alum Treatment Project; Job # PRJ-621

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of July, 2022

  
(Witness)

SOLitude Lake Management, LLC  
(Principal) (Seal)  
By:  Secretary (Title)

see attached jurat  
(Witness)

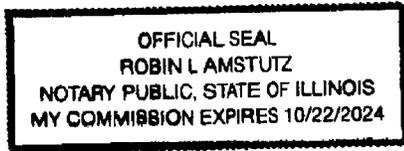
Federal Insurance Company  
(Surety) (Seal)  
By:  Attorney-in-Fact Timothy Bowen (Title)

STATE OF ILLINOIS

COUNTY OF COOK

On this 26th day of July, 2022 before me came Timothy Bowen who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Federal Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.



*Robin L. Amstutz*  
Robin L. Amstutz Notary Public

(Seal)

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Robin L. Amstutz, Timothy Bowen and Trini Garcia of Chicago, Illinois ---

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 9th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 26th day of July, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Unit 18 Ibis – Significant Lakes Alum Treatment  
Project

PROJECT: 621

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

NA - No Subcontractors will be used.


**Unit 18 Ibis – Significant Lakes Alum Treatment Project**

**Addendum No. 1**

This document forms a part of the contract documents and modifies the original plans and specifications dated July 2022 as noted below. Bidders are required to acknowledge receipt of this addendum in the space provided on the bid form and return a signed copy of this Addendum Form with the bid. Failure to do so may subject the bidder to disqualification.

**There is no change to the Bid Opening Date or Time as a result of this Addendum.**

This Addendum consists of 2 pages and 8 numbered items. Included as part of this Addendum are documents as listed below (Items 1 through 5). The Addendum also includes responses to questions posed to date by Plan Holders (Items 6 through 8).

1. Revised Bid Proposal Form Sheets 00300-1 through 00300-6 in PDF format is included for use in submission of the bid and were updated as noted below.

The form reflects the following changes:

- Items 2, 5 & 8 “Alum Application Labor”- The Description of the line items was updated to remove the references to delivery of the Alum Material.
  - Items 3, 6 & 9 “Alum Sulfate Material”- The line items and their descriptions were updated to include the cost of delivery of the Alum Material to the project site.
2. Revised Section 025113 Water Treatment - Alum Application Specification  
References to delivery of the Alum Material being the responsibility of the Contractor should the City provide the Alum have been updated to indicate that only the scheduling of the delivery will be the responsibility of the Contractor should the Alum material be purchased by the City.
  3. The Mandatory Pre-Bid Meeting Minutes and Sign-in Sheet
  4. Facilities Map Sheets for Unit 18- Exhibit 18 (1). Exhibit 18 (2) and Exhibit 18 (3)
  5. Launch Sites Map Sheet – Exhibit 18 (4)

**Responses to Plan Holder questions:**

6. It was mentioned at the pre-bid meeting that the city has a 20 ft easement around each of the lakes. Do easements exist to access each of the lakes from the public streets?

***Northern has Water Management Easement and/or Water Management Maintenance Easements over the Golf Course areas and ingress and egress***

**easements over the private roadways. The Facilities Map for Unit 18 Ibis which lists the easements is included as part of this Addendum. There are three Facilities map sheets included in Unit 18. These are labeled Exhibit 18 (1), Exhibit 18 (2) and Exhibit 18 (3).**

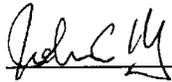
7. Can a map of easements be provided for the project location (IBIS Golf Course)?

**As requested, the Facilities Map sheets for Unit 18 Ibis is included as part of this Addendum.**

8. Is there a recommended or suggested approved access route to Lake 33?

**Access to launch sites was discussed with the lake maintenance crew currently servicing the community. The launch site currently being used for Lake 33 is located on the north end of the lake where Lake 33 and Lake 21 come close together. In order to access this launch site, the crew takes the concrete golf cart path from Isla Vista Drive through the golf course. A Map of previously used launch sites to the lakes included in this bid is attached as Launch Sites Map Sheet Exhibit 18 (4)**

Receipt of Addendum No. 1 is hereby acknowledged by:



John C. Holz

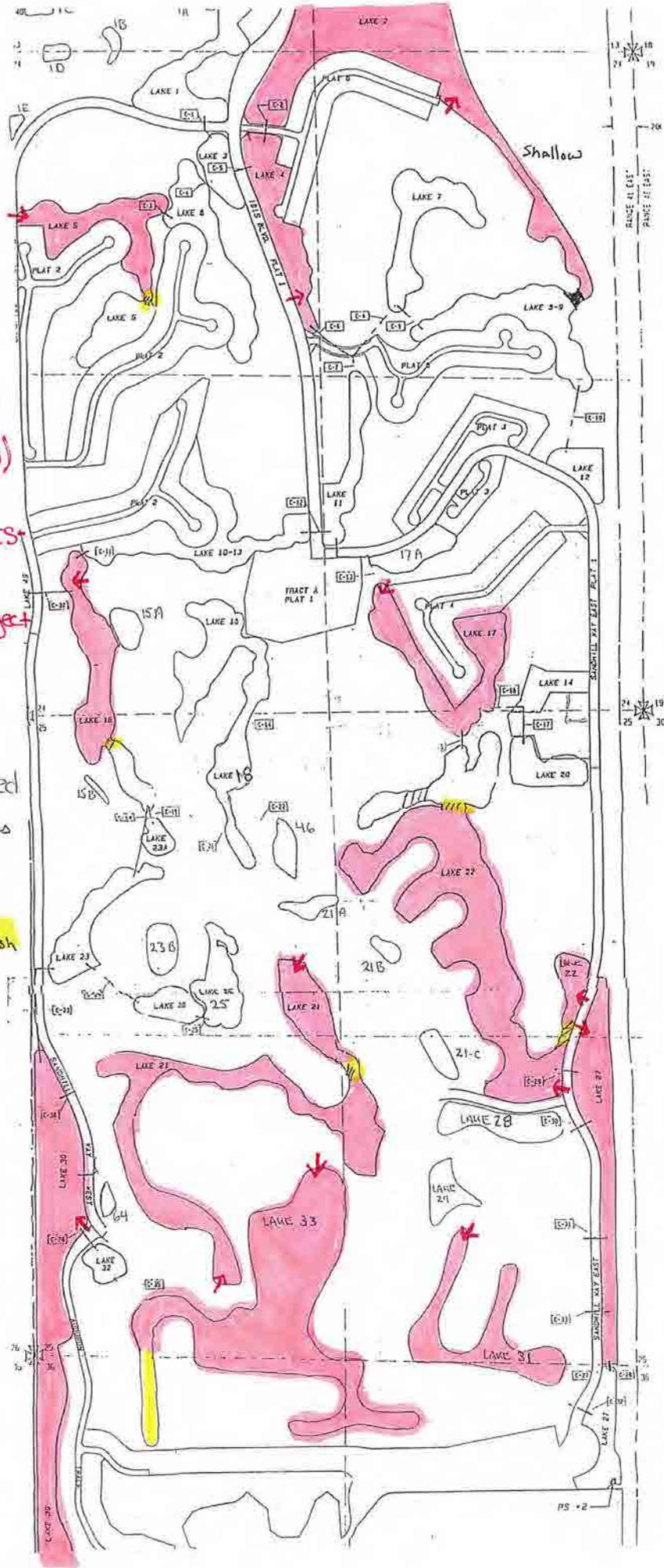
Date 8/3/22

**A COPY OF THIS SIGNED ADDENDUM IS REQUIRED TO BE SUBMITTED WITH THE BID**









Launch Sites  
Exhibit 18(4)

Unit 18 IBIS  
Significant  
Lakes Along  
Treatment Project  
Prj. 621

Previously used  
→ Launch Sites

/// Lake out off  
Curt path or marsh

- 2
- 4
- 5
- 15
- 17
- 21
- 22
- 27
- 30
- 31
- 33



NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT  
359 Hiatt Drive, Palm Beach Gardens, Florida 33418  
Phone 561-624-7830 · Fax 561-624-7839 · www.npbcid.org

September 21, 2022

John Myers, President and CEO  
SOLitude Lake Management, LLC  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subject:  
**Notice of Award**  
**Unit 18 Ibis Significant Lakes Alum Treatment Project**

Dear Mr. Myers:

On August 24, 2022, the Northern Palm Beach County Improvement District (NPBCID) Board of Supervisors approved award of the Contract for the above referenced project to your company based on your proposal submitted August 3, 2022 in the amount of \$746,745.76 as shown on your Schedule of Values.

You are required by the Proposal Documents to execute an Agreement, Contractor's Corporate Resolution and provide the required insurance certificates within fifteen (15) calendar days of this Notice of Award. Therefore, transmitted herewith are one (1) original and five (5) duplicate sets of the Project Manual. The original and the four (4) duplicate sets are to be executed in accordance with the following directions and returned to Northern. The sixth set is for your bonding agent and does not need to be returned. (Please make sure they receive it.)

**A) Section 00500 Agreement**

1. **00500-1 (First Paragraph)**

**Do not date;** only fill in "Contractor" (name of your firm).

2. **00500-2 (Paragraph 4.1)**

Fill in the Grand Total bid in words and with figures.

3. **00500-4 Article 8.8**

There was one (1) Addendum issued for this project. The number of Addendums has been filled in. Please initial next to the item in each project manual.

4. **00500-4 Article 8.9**

The number of pages of the Bid Proposal has been filled in. The number includes the Bid Qualification Form. Please initial next to the item in each project manual.

5. **00500-6 Article 10**

Complete Contractor section with signature and corporate seal.

**B) ES Ethics Statement**

Please complete, sign and date the Contractor Section of ES-2 titled “Ethics Statement” contained in each Project Manual in accordance with the formalities set forth therein.

**C) Section 00502 Contractor’s Corporate Resolution**

Please complete and sign Page 00502-1 titled “Contractor’s Corporate Resolution” contained in each Project Manual in accordance with the formalities set forth therein.

*This is the last section in the manual that must be completed.*

**D) Construction Performance Bond and Construction Payment Bond**

1. Please sign and impress your corporation’s seal on each of the separately attached five (5) sets of Pages 00610-1 through 00610-3 and pages 00620-1 through 00620-3 (Construction Performance Bond and Construction Payment Bond Forms). The Bond forms are unbound for your convenience and will be bound into the Project Manuals by Northern after you return them completed.

2. A Certified Power-of-Attorney form for the attorney-in-fact that signs the Payment and Performance Bonds on behalf of the Surety must be attached to each Construction Bond form.

**All dates on the Construction Performance Bond, Construction Payment Bond, Power of Attorney form should be left blank so that they can be dated as of the date when the Owner executes the Agreements. Do NOT date any of the Sections.**

**E) Insurance Requirements**

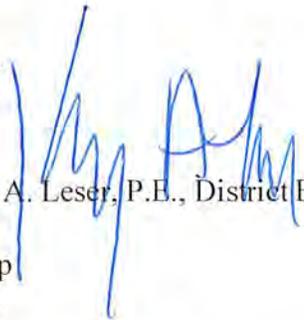
1. Please provide the Owner Certificates of Insurance reflecting your company’s Worker’s Compensation coverage in amounts equal to or exceeding the coverage required by the Contract Documents on Supplemental Condition pages 00800-2 through 00800-5.

Mr. John Myers  
September 21, 2022  
Page No. 3

2. General Liability, Auto, and any other required coverage in amounts equal to or exceeding the coverage required by the Contract Documents on Supplemental Condition pages 00800-2 through 00800-5.
3. Five (5) Certificates should be addressed to the Owner, Northern Palm Beach County Improvement District as Certificate Holder.
4. Five (5) Certificates should be addressed to the Project Designer, Limno-Tech, Inc. as Certificate Holder.
5. The description section of the Certificates for General Liability (if separate from Workers' Compensation insurance) must name each certificate holder as additional insured in accordance with paragraph 5.3.9 of the Supplementary Conditions and reference the project-by-Project Name, **Unit 18 Ibis – Significant Lakes Alum Treatment Project.**
6. The following Cancellation Clause should be shown on each certificate:  
“Should any of the above-described policies be cancelled before expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the certificate holder named to the left.”
7. Certificates must be mailed to the offices of Northern so they can be incorporated into the Contract Manuals and distributed upon execution to all parties.

Please execute the attached copy of this Notice of Award where provided below and return it to me if you agree to the conditions set forth herein.

Sincerely,

  
Kimberly A. Leser, P.E., District Engineer

KAL/kjmp  
Enclosure

cc: C. Danvers Beatty, P.E., Executive Director, NPBCID  
Kenneth W. Edwards, Esq., Caldwell Pacetti Edwards Schoech & Viator LLP

Mr. John Myers  
September 21, 2022  
Page No. 4

Receipt of this Notice of Award is hereby acknowledged, and the conditions contained therein are agreed to and accepted by the undersigned on the 26th day of July, 2022.

Solitude Lake Management LLC  
Name of Contractor

John Myers  
Signature

President and CEO  
Title

**SECTION 00500**

**AGREEMENT**

THIS AGREEMENT is dated and will be effective on the 14<sup>th</sup> day of December in the year 2022, by and between Northern Palm Beach County Improvement District (hereinafter called OWNER) and Solitude Lake Management, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

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

Unit 18 Ibis – Significant Lakes Alum Application Project for Northern Palm Beach County Improvement District  
Project No. 621

**ARTICLE 2. ENGINEER.**

Limno-Tech, Inc. 7300 Hudson Blvd., Suite 295, Oakdale, MN, whose contact and representative is: Hans Holmberg, Phone: (651) 219-4071, is hereinafter called ENGINEER and is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

3.1. The Work will be substantially complete for Application 1 within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 90 calendar days from the date when the Contract Time commences to run.

Application 2 will be substantially complete within six (6) to twelve (12) months after substantial completion of Application 1 as provided in paragraph 2.3 of the General Conditions. No more than one application is to be applied within the same Northern Fiscal Year (October 1 through September 30) as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 60 calendar days after the date when the Application 2 Commences.

Application 3 will be substantially complete within six (6) to twelve (12) months after substantial completion of Application 2 as provided in paragraph 2.3 of the General Conditions. No more than one application is to be applied within the same Northern Fiscal Year (October 1 through September 30) as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 60 calendar days after the date when the Application 3 Commences.

3.2. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated

damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the work in accordance with the Contract Documents, subject to adjustments as provided therein, in current funds as follows:

4.1. An amount equal to that shown on the schedule of values:

PUBLIC IMPROVEMENTS APPLICATIONS 1, 2 & 3 GRAND TOTAL OF UNIT PRICE BID FOR:

Seven hundred forty-six thousand seven hundred , (\$ 746,745.76 );  
(use words) forty-five dollars and (Numerical)  
seventy-six cents

which is based on the Unit price(s) as shown in the Schedule of Values for the Project.

#### ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, due from the Contractor on or about the 1st day of each month during construction as provided below. Progress payments will be made on or about the tenth (10<sup>th</sup>) business day following the fourth Wednesday of each month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1. CONTRACTOR, with full knowledge of its rights under the provisions of Section 218.735(8) and 255.078, Florida Statutes, as may be amended and supplemented from time to time, does hereby expressly waive the application and applicability of said Sections 218.735(8) and 255.078, Florida Statutes, as to the retainage percentages the OWNER may withhold from each progress payment made to the CONTRACTOR for construction costs and services.

5.1.2. Prior to Substantial Completion of each Application, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90 % of Work completed for each Application

90 % of materials and equipment not incorporated in the Work for each Application (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.3. Upon Substantial Completion of each Application, in an amount sufficient to increase total payments to CONTRACTOR to 98 % of the Contract Price for that Application, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2. FINAL PAYMENT. Upon final completion and acceptance of each Application of Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated damages, if any, OWNER shall pay the remainder of the Contract Price for the subject Application as recommended by ENGINEER as provided in said paragraph 14.13.

**ARTICLE 6.** (This Article left blank intentionally)

**ARTICLE 7.** CONTRACTOR'S REPRESENTATIONS.

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

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**ARTICLE 8.** CONTRACT DOCUMENTS.

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

- 8.1. This Agreement consisting of 6 pages.
- 8.2. Exhibits to this Agreement identified as: Contractor's Corporate Resolution (00502), if any; Contractor's Certificate of Insurance; Ethics Statement (ES), inclusive, together with the Project No. 621 Request for Bid Proposal.
- 8.3. Performance Bond and Payment Bond consisting of 8 pages (plus Power of Attorney Forms as applicable).
- 8.4. Notice of Award.
- 8.5. General Conditions consisting of 33 pages.
- 8.6. Supplementary Conditions consisting of 13 pages.
- 8.7. Specifications consisting of 32 pages.
- 8.8. Addenda numbers 0 to 1, inclusive. *AE*
- 8.9. CONTRACTOR's Bid Proposal consisting of 43 pages. *AE*
- 8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.11. The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

#### **ARTICLE 9. MISCELLANEOUS.**

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. Except as set forth in the following subparagraph to this Section 9.2, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The aforementioned prohibition against assignment shall not be applicable to the assignment by the Owner to other governmental entities or agencies of any or all of the Contractor's warranties and guarantees as set forth in Article 13 of the Standard General Conditions of the Construction Contract, as amended by the applicable Supplementary Conditions, which are incorporated as Contract Documents in this Agreement.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or

Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.5. The Contractor does hereby agree to the non-disclosure provisions of Chapter 119, Florida Statutes, for any building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure being constructed pursuant to this Agreement for the Owner

9.6. If acting on behalf of the Owner as provided under §119.011(2), Florida Statutes, the Contractor shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records). Specifically, Contractor shall:

9.6.1 Keep and maintain Public Records required by the District to perform the services provided for in this Agreement.

9.6.2 Upon request from the District's Custodian of Public Records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

9.6.3 Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the District.

9.6.4 Upon completion of the contract, transfer at no cost, to the District all Public Records in possession of the Contractor or keep and maintain Public Records required by the District to perform the service. If the contractor transfers all Public Records to the District upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All records stored electronically must be provided to the District, upon request from the District's custodian of Public Records, in a format that is compatible with the District's information technology system.

9.6.5 Promptly notify the District upon receipt of a Public Records request.

9.6.6 Failure by the Contractor to retain and provide Public Records as required by law may result in termination of this Agreement by District.

**9.7. 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 (624-7830, Office@NPBCID.org and 359 Hiatt Drive, Palm Beach Gardens, Fl. 33418)**

9.8. Bidder understands that pursuant to Section 20.055 (5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, and subcontractors must cooperate with Inspector General(s) of the State of Florida in any investigation, audit, inspection, review, or hearing and agrees to comply accordingly.

9.9. Contractor has registered with E-Verify pursuant to Section 448.095, Florida Statutes

**ARTICLE 10. INDEMNIFICATION.**

10.1. The parties agree that 1% of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner and Engineer as is set forth in Paragraphs 6.30 and 6.31 of the General Conditions.

10.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate.

OWNER Northern Palm Beach County  
Improvement District  
By [Signature]  
As President (SEAL)  
Attest: [Signature]  
Address for giving notices  
359 Hiatt Drive  
Palm Beach Gardens, FL 33418



CONTRACTOR Solitude Lake Management LLC  
By [Signature]  
(CORPORATE SEAL)  
Attest: [Signature]  
Address for giving notices  
125 Berkshire Blvd Ste 150  
Wyomissing PA 19610  
License No. 201363147  
Agent for service of process:



(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

1125 Berkshire Boulevard  
Suite 150  
Wyomissing, PA 19610  
T: 610 372 9700  
rentokil.com

**CONSENT OF MEMBER OF  
SOLITUDE LAKE MANAGEMENT, LLC**

The undersigned, being the Secretary of SOLitude Lake Management, LLC, a limited liability company organized under the laws of State of Virginia ("Company"), certifies that the Member of the Company did hereby consent to the adoption of and did hereby unanimously adopt the following Resolution with the intent that the same shall be as a valid action as though adopted at a regularly scheduled meeting.

RESOLVED, that the President of the Company, John Myers, is authorized to enter into and sign all agreements and documents necessary to effect the contractual terms and conditions related to the services to be provided to the Northern Palm Beach County Improvement District.

IN WITNESS WHEREOF, I have hereunto set my hand to this Resolution as of this 4<sup>th</sup> day of November, 2022, and by so doing, I certify that the Member of SOLitude Lake Management, LLC has voted and passed this Resolution.

SOLITUDE LAKE MANAGEMENT, LLC

By:

  
\_\_\_\_\_  
Bruce Gelting  
Secretary

**CERTIFICATE OF AUTHORITY**

1. I hereby certify that I am the Clerk/Secretary of Solitude Lake Management  
(full name of corporation)
  
2. corporation, and that Bruce Gelting  
(name of officer who signed the bid, proposal, or quote)
  
3. is the duly elected Secretary  
(title of the officer in line 2)
  
4. of said corporation, and that on August 19, 2019  
(date must be **ON OR BEFORE** the date the officer signed the bid, proposal, or quote)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. Bruce Gelting the Secretary  
(name from line 2) (title from line 3)

of this corporation be and hereby is authorized to submit bids, proposals, and quotes, to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST:   
(signature of **Clerk or Secretary**)\*
  
7. Name: Bruce Gelting  
(print or type name in line 6)\*
  
8. Date: 08/19/19  
(date that is **ON OR AFTER** the date the officer signed the bid, proposal, or quote)



\* The name and signature in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

PROJECT: Unit 18 Ibis- Significant Lakes Alum Treatment Project

Proj. No. 621

### ETHICS STATEMENT

WHEREAS, the OWNER and CONTRACTOR intend by this Ethics Statement (Statement) to address certain ethical understandings as to the CONTRACTOR's award or selection for its past, present or future provision of services or material pursuant to this Agreement.

NOW, THEREFORE, the OWNER and CONTRACTOR for and in consideration of the mutual understandings and covenants set forth in the Agreement together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

SECTION 2. STATEMENT. The CONTRACTOR does hereby warrant, covenant, represent and state as follows:

(a) It has not, nor will it employ or retain any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to Agreement.

(b) It has not, nor will it pay or agree to pay any person, other than a bona fide employee working for said CONTRACTOR, any fee, commission, percentage, gift or other consideration that was or is contingent upon or resulting from the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to the Agreement.

(c) It has not, nor will it pay any money or contribution to any officer, employee or consultant of the OWNER as a fee, commission, kickback, reward or gift directly or indirectly by any employee, consultant, officer, manager, member or director of the CONTRACTOR in the obtaining of the OWNER's award or selection of the Second Party for the provision of services or materials pursuant to the Agreement.

(d) It has not, nor will it collude, conspire, connive or agree directly or indirectly with any person or firm in the submission of a collusive or sham proposal in connection with the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to the Agreement.

SECTION 3. ENFORCEMENT. If the OWNER should determine that the CONTRACTOR has violated any of its warranties, covenants, representations and statements as set forth in this Statement, then in such event the OWNER may terminate the Agreement with the

CONTRACTOR without liability and, at its discretion, the OWNER shall be entitled to deduct or otherwise recover from the CONTRACTOR the full amount of any fee, commission, percentage, gift or other consideration that the CONTRACTOR paid in order to obtain the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to the Agreement.

SECTION 4. CONFLICTS. To the extent there is any conflict between the provisions of this Statement and the Contract Documents, the terms and provisions of this Statement shall prevail.

EXECUTED by the OWNER this 14th day of December, 2022.



By: Susan P. Scheff

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

By: [Signature]  
Print Name: Matthew J. Baykin  
Title: President

EXECUTED by the CONTRACTOR this 26th day of July, 2022.

(SEAL)

Solitude Lake Management LLC  
(Name of CONTRACTOR)

Attest: [Signature]  
By: Bruce Getting Secretary

By: [Signature]  
Print Name: John Myers  
Title: President and CEO

PROJECT: Unit 18 Ibis – Significant Lakes Alum Treatment Project

PROJECT NO. 621

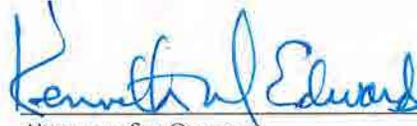
**SECTION 00501**

**OPINION OF ATTORNEY**

This is to certify that I have examined the attached Contract Documents, that after such examination I am of the opinion that the Agreement ~~and Performance and Payment Bond~~ are in due and proper form. *ONCE the*

*15*

*Payment and  
Performance Bonds  
are received and  
accepted*



Attorney for Owner

This the 7 day of December, 2022

PROJECT: Unit 18 Ibis – Significant Lakes Alum Treatment Project  
Proj. No. 621

SECTION 00502

CONTRACTOR'S CORPORATE RESOLUTION

OF Solitude Lake Management LLC  
(Name of Corporation)

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, has requested bid to do certain work as further set out in its Bid Documents; and

WHEREAS, this corporation has submitted a bid in accordance with the aforementioned Bid Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT for carrying out the work as set forth in this corporation's bid; and

WHEREAS, this corporation desires to enter into said Agreement with NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT;

THEREFORE, be it resolved, that John Myers  
the President and CEO (title) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of Solitude Lake Management LLC (name of corporation) a corporation duly organized and existing under the laws of the State of Pennsylvania having its principal place of business at 1125 Berkshire Blvd Ste 500 Wyomissing PA 19610 duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 11 day of October, 2002, and now in full force and effect;

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 11 day of October, 2002.

Bruce Getting  
Secretary (CORPORATE SEAL)

END OF SECTION

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Solitude Lake Management, LLC
1125 Berkshire Blvd, Suite 150
Wyomissing, PA 19610

SURETY (Name, Address of Principal Place of Business and Phone Number):

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
(312) 780-8715

OWNER (Name and Address):

Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

CONTRACT

Effective Date of Agreement: December 14, 2022

Amount: \$746,745.76

Description (Name and Location): Unit 18 Ibis - Significant Lakes Alum Treatment Project
Project No. 621

BOND

Bond Number: K40303996

Date (Not earlier than Effective Date of Agreement): December 14, 2022

Amount: \$746,745.76

Modifications to this Bond Form:

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

Solitude Lake Management, LLC (Seal)

Contractor's Name and Corporate Seal

Federal Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Handwritten Signature]

Signature

Mac McAllister

Print Name

General Counsel, North America

Title

Attest:

[Handwritten Signature]

Signature

Senior Legal Assistant

By:

[Handwritten Signature]

Signature (Attach Power of Attorney)

Robin L. Amstutz

Print Name

Attorney-in-Fact

Title

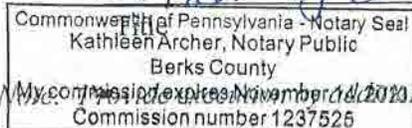
Attest:

[Handwritten Signature]

Signature

Timothy Bowen, Notary Public

Title



My commission expires November 18, 2020. All parties, such as joint venturers, if necessary.

This Bond is provided pursuant to Section 255.05, Florida Statutes. For notice and time limitations see Sections 255.05 (2) and (10), Florida Statutes.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Robin L. Amstutz, Timothy Bowen and Triniy Garcia of Chicago, Illinois —

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature (hereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 9th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of December, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SOLitude Lake Management, LLC
1125 Berkshire Blvd. Suite 150
Wyomissing, PA 19610

SURETY (Name, Address of Principal Place of Business and Phone Number):

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
(312) 780-8715

OWNER (Name and Address):

Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

CONTRACT

Effective Date of Agreement: December 14, 2022

Amount: \$746,745.76

Description (Name and Location):

Unit 18 Ibis - Significant Lakes Alum Treatment Project
Project No. 621

BOND

Bond Number: K40303996

Date (Not earlier than Effective Date of Agreement): December 14, 2022

Amount: \$746,745.76

Modifications to this Bond Form:

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

SOLitude Lake Management, LLC (Seal)
Contractor's Name and Corporate Seal

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Mac McAllister
Print Name

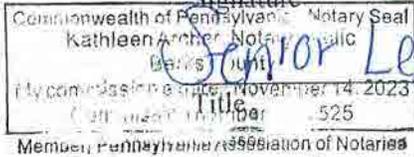
Robin L. Amstutz
Print Name

General Counsel North America
Title

Attorney-in-Fact
Title

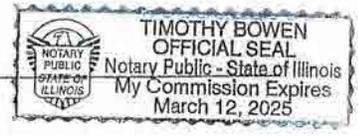
Attest: [Signature]
Signature

Attest: [Signature]
Signature



Senior Legal Assistant
Title

Timothy Bowen, Notary Public
Title



Note: Provide execution by additional parties, such as joint venturers, if necessary.

This Bond is provided pursuant to Section 255.05, Florida Statutes. For notice and time limitations see Sections 255.05 (2) and (10), Florida Statutes.

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

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

8. 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 Contractor Default or within two years after Contractor ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a Section 255.05, F.S. statutory bond and not as a common law bond.

## 11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

Notwithstanding anything set forth in this bond or the Contract that is or may be construed to the contrary, in no event shall the aggregate liability of the Surety exceed the Bond Amount set forth above.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Robin L. Armstutz, Timothy Bowen and Triniy Garcia of Chicago, Illinois ---

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 9th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of December, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-2656 e-mail: surety@chubb.com



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PROJECT: Unit 18 Ibis – Significant Lakes Alum Application  
Project

Project No.: 621

**SECTION 00670**

**CONTRACTOR'S AFFIDAVIT TO OWNER**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership, LLC or Individual) of \_\_\_\_\_ (State), doing business as \_\_\_\_\_ (Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into an Agreement with \_\_\_\_\_ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of \_\_\_\_\_, located at \_\_\_\_\_ County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Agreement, and all lienors have been paid in full, except:

NAME OF LIENOR

AMOUNT DUE AND UNPAID

\$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Agreement.

(5) Receipt by the Contractor of the final payment, under the aforementioned Agreement, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, or F.S. 255.05 on the land and property of the Owner referred to in paragraph (2) of this affidavit.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

\_\_\_\_\_  
(ENTITY)

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

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

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

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Corporation Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of Identification) as identification.

\_\_\_\_\_  
Signature of Notary Public (Seal)

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

SECTION 00680

APPLICATION FOR PAYMENT NO. \_\_\_\_\_

Unit 18 – Ibis- Significant Lakes Alum Application Project for Northern Palm Beach County Improvement  
District- PROJ. 621

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____
<hr/>	
Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor and Mailing Address  
By \_\_\_\_\_  
(Name and Title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Corporation Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of Identification) as identification.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

\_\_\_\_\_  
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name) (Title)

PROJECT: Unit 18 Ibis – Significant Lakes Alum Treatment Project

PROJECT NO.: 621

**SECTION 00681**

**SCHEDULE OF VALUES AND WORK COMPLETED**

PROJECT TITLE Unit 18 Ibis – Significant Lakes Alum Treatment Project for Northern Palm Beach County Improvement District

CONTRACTOR \_\_\_\_\_

FOR PERIOD ENDING \_\_\_\_\_

TO ACCOMPANY PAY APPLICATION NO. \_\_\_\_\_ Alum Application No. \_\_\_\_\_

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	\$		\$		\$
NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS					
SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.					
			Total (Original Contract)		\$ _____
C.O. No. ____					
C.O. No. ____	NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.				

TOTAL WORK TO DATE \$ \_\_\_\_\_  
MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

TOTAL MATERIAL SUITABLY STORED \$ \_\_\_\_\_

Accompanying Documentation (Contractor to itemize):

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

05/02/86  
GC-1

00700  
STANDARD

**GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT**

Prepared by

Engineers' Joint Contract Documents Committee

and

Issued and Published Jointly By



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by



The Associated General Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

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2029 K Street, N.W., Washington, D.C. 20006

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, D.C. 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

Construction Specifications Institute  
601 Madison St., Alexandria, VA 22314

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# GENERAL CONDITIONS

## ARTICLE I—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

*Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

*Agreement*—The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

*Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

*Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

\* *BIDDER*—(see §SC-1 of Supplementary Conditions)

*Bonds*—Bid, performance and payment bonds and other instruments of security.

*Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

*Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

*Contract Price*—The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

*Contract Time*—The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

*CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

*defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

*Drawings*—The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

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

*ENGINEER*—The person, firm or corporation named as such in the Agreement.

*Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

*General Requirements*—Sections of Division 1 of the Specifications.

*Laws and Regulations; Laws or Regulations*—Laws, rules, regulations, ordinances, codes and/or orders.

*Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

*Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

*OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

*Partial Utilization*—Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

*Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

*Resident Project Representative*—The authorized representative of ENGINEER who is assigned to the site or any part thereof. (see §SC-1 of Supplementary Conditions) \*

*Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

*Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

*Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

*Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

*Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

*Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor.

*Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

*Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

*Work Directive Change*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER,

ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

*Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

## ARTICLE 2—PRELIMINARY MATTERS

### *Delivery of Bonds:*

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### *Copies of Documents:*

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *Commencement of Contract Time; Notice to Proceed:*

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. ~~In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~ (See §SC-2.3 of Supplementary Conditions) \*

### *Starting the Project:*

2.4. 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.

### *Before Starting Construction:*

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

~~2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7. (See 1Sc-2.7 of the Supplementary Conditions)~~

*Preconstruction Conference:*

2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

*Finalizing Schedules:*

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with para-

graph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

*Intent:*

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification

from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

*Amending and Supplementing Contract Documents:*

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. a formal Written Amendment,
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1. a Field Order (pursuant to paragraph 9.5),
- 3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

*Reuse of Documents:*

3.6. 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 OWNER 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; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

**ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

*Availability of Lands:*

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and

such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

*Physical Conditions:* (see 1SC 4.2.1 of the Supplementary Conditions)

4.2.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. *Existing Structures:* Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

*Physical Conditions—Underground Facilities:*

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

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to

determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

*Reference Points:*

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

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ARTICLE 5—BONDS AND INSURANCE

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*Performance and Other Bonds:*

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

\* *Contractor's Liability Insurance:* (See §SC-5.3 of the Supplementary Conditions)  
5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

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

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

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

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least

thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

\* *Contractual Liability Insurance:* (See §SC-5.4 of the Supplementary Conditions)  
5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

\* *Owner's Liability Insurance:* (See §SC-5.5 of the Supplementary Conditions)  
~~5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

\* *Property Insurance:* (See §SC-5.6 thru 5.10 of the Supplementary Conditions)  
~~5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.~~

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

~~5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.~~

~~5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

*Waiver of Rights:*

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if

such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

*Receipt and Application of Proceeds:*

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

*Acceptance of Insurance: (See §5C-5.14 of the Supplementary Conditions) \**

~~5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.~~

*Partial Utilization—Property Insurance:*

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no

such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

## ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

### *Supervision and Superintendence:*

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

### *Labor, Materials and Equipment:*

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

### *Adjusting Progress Schedule:*

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

### *Substitutes or "Or-Equal" Items:*

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

*Concerning Subcontractors, Suppliers and Others:*

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by

OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.8.3. (See §SC-6.8.3 of the Supplementary Conditions) \*

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations. (See §SC-6.9 of the Supplementary Conditions) \*

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

*Patent Fees and Royalties:*

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER

or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

*Permits:*

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees. (See ¶6.13 of the Supplementary Conditions)

*Laws and Regulations:*

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

*Taxes:*

6.15. 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.

*Use of Premises:*

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

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

*Record Documents:*

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon com-

pletion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

*Safety and Protection:*

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

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

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

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

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

*Emergencies:*

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

*Shop Drawings and Samples:*

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### *Continuing the Work:*

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

#### *Indemnification:* (SEE S.C. 6.30)

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work,

provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## ARTICLE 7—OTHER WORK

### *Related Work at Site:*

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

*Coordination:*

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing struc-

tures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

*Owner's Representative:*

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

*Visits to Site:*

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

*Project Representation:*

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

9.3.1. (See ¶SC-9.3.1 of the Supplementary Conditions) \*

*Clarifications and Interpretations:*

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

*Authorized Variations in Work:*

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

*Rejecting Defective Work:*

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

*Shop Drawings, Change Orders and Payments:*

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

*Determinations for Unit Prices:*

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and

to ENGINEER written notice of intention to appeal from such a decision.

*Decisions on Disputes:*

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

*Limitations on ENGINEER's Responsibilities:*

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. IF OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

\*(See ¶ SC-Combined Articles 10, 11, & 12 of the Supplementary Conditions)

#### ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (~~direct, indirect and consequential~~) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

\*See ¶SC-11.2 of the Supplemental Conditions.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

*Cost of the Work:*

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject

to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

~~11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee; if, however, any such loss or damage~~

~~requires reconstruction and CONTRACTOR is placed in charge thereof. CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph H-6.2.~~

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4— all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

#### *CONTRACTOR's Fee:*

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon.

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### *Cash Allowances:*

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the

allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### *Unit Price Work:*

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

~~11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.~~

~~\*(See §SC-11.9.3 of the Supplementary Conditions  
\*(See SC-Combined Articles 10, 11 & 12 of the Supplementary Conditions)~~

#### ARTICLE 12—CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time

shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.  
\*(See SC-12.4 of the Supplementary Conditions  
\*(See SC-Combined Articles 10, 11 & 12 of the Supplementary Conditions)

#### ARTICLE 13—WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

##### *Warranty and Guarantee:*

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.  
\*See §SC-13.1 of the Supplementary Conditions. \*

##### *Access to Work:*

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

##### *Tests and Inspections:*

13.3. ~~CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals. See §SC-13.3 of the Supplementary Conditions.~~ \*

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also

be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

#### *Uncovering Work:*

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent

thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### *Owner May Stop the Work:*

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

#### *Correction or Removal of Defective Work:*

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### *One Year Correction Period:*

*\*See SC-13.12 of the Supplementary Conditions)*

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

#### *Acceptance of Defective Work:*

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential

costs attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

*OWNER May Correct Defective Work:*

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

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*Schedule of Values:*

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

*Application for Progress Payment:*

14.2. At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. **\*(See SG-14.2 of the Supplementary Conditions**

*CONTRACTOR's Warranty of Title:*

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

*Review of Applications for Progress Payment:*

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling

OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

*Substantial Completion:*

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

*Partial Utilization:*

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Docu-

ments, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

*Final Inspection:*

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

*Final Application for Payment:*

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up, record documents (as provided in paragraph 6.19) and other documents—all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

**See Para. SC 14.12 of the Supplementary Conditions**

*Final Payment and Acceptance:*

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation—all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

*Contractor's Continuing Obligation:*

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

*Waiver of Claims:*

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of

CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

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*Owner May Suspend Work:*

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

*Owner May Terminate:*

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents



## ARTICLE 16—ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

\*(See ¶SC-16 of the Supplementary Conditions)

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ARTICLE 17--MISCELLANEOUS

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*Giving Notice:*

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

*Computation of Time:*

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

*General:*

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omis-

sion or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983, edition) have the meanings assigned to them in the General Conditions.

#### PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

##### SC-1.

Add the following to Article 1 - Definitions of the General Conditions:

Bidder -Any individual, partnership, corporation or joint venture submitting a Bid for the Work to be performed.

Resident Project Representative - The Resident Project Representative (RPR) may be assigned to the site or any part thereof on a full-time basis or only on a part-time basis. This will be determined by Engineer's Agreement with Owner.

Add to the definition of Substantial Completion the following: In addition, the CONTRACTOR must have provided to the OWNER: (a) all required Releases of Liens and executed consents to the assignment by the OWNER to the other governmental entities of the Contractor's Warranties and Guaranties if requested and (b) proof of approval and acceptance of the Work by all applicable regulatory agencies, utility companies and governmental entities. Provided, however, if the CONTRACTOR can demonstrate that a regulatory agency, utility company or governmental entity did not respond to the Contractor's request for inspection or approval within a reasonable time period, or if the regulatory agency, utility company or governmental entities response was delayed due to factors beyond the CONTRACTOR's control, the OWNER may, at its sole discretion, determine that some or all of the time attributable to said response or inspection delay be excluded from the calculation of time for the purposes of determining Liquidated Damages.

The term "Construction" shall have the common meaning used in the industry and also include the provision of just services.

#### COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

##### SC-2.3.

Delete the last sentence of paragraph 2.3. of the General Conditions and insert the following in its place:

Unless otherwise agreed to in writing between the Owner and Contractor or in those instances where before commencement by the Contractor there is a condition precedent that must be satisfied pursuant

to the terms and conditions of a Site Preparation and Non-Interference Agreement entered into between the Owner and a third party, the Contract Time will commence to run upon the earlier of 90 days after the date of the bid opening or the thirtieth day after the effective date of the Agreement.

*BEFORE STARTING CONSTRUCTION:*

SC-2.7.

Delete paragraph 2.7. of the General Conditions in its entirety and insert the following in its place:

Before any Work at the site is started, Contractor shall deliver to Owner and Engineer certificates of insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

PHYSICAL CONDITIONS:

SC-4.2.1.

Delete paragraphs 4.2.1. and 4.2.2. of the General Conditions in their entirety and insert the following in their place:

4.2.1. Explorations and Reports: Reference is made to Division 1: General Requirements of the Specifications for the identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any technical data contained in such reports that is specifically referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon nontechnical data, interpretations or opinions contained therein or upon the completeness thereof for Contractor's purposes. Except as indicated above and in paragraph 4.2.6., Contractor shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to Division 1: General Requirements of the Specifications for the identification of those drawings and physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings that is specifically referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon non-technical data contained in such drawings or upon the completeness thereof for Contractor's purposes. Except as indicated above in this paragraph and in paragraph 4.2.6., Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

CONTRACTOR'S LIABILITY INSURANCE:

SC-5.3.

The limits of liability for the insurance required by paragraph 5.3. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.3.1. and 5.3.2. Worker's Compensation, etc. under paragraphs 5.3.1. and 5.3.2. of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.): Statutory
- (3) Employer's Liability: \$ 500,000

5.3.3., 5.3.4., 5.3.5., 5.3.6. Occurrence Coverage - Comprehensive General Liability (under paragraphs 5.3.3. through 5.3.6. of the General Conditions):

- (1) Bodily Injury (including completed operations and products liability):
  - \$ 1,000,000 Each Occurrence
  - \$ 1,000,000 Annual Aggregate

Property Damage:
 

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Annual Aggregate
- or a combined single limit of \$ 1,000,000

- (2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

- (3) Personal Injury, with employee exclusion deleted
  - \$ 1,000,000 Annual Aggregate

5.3.7. Comprehensive Automobile Liability:

Bodily Injury:
 

- \$ 500,000 Each Person
- \$ 1,000,000 Each Occurrence

Property Damage:
 

- \$ 500,000 Each Occurrence
- or a combined single limit of \$ 1,000,000

Add new paragraphs immediately after paragraph 5.3.7. of the General Conditions which are to read as follows:

5.3.8. Occurrence Coverage - Umbrella Excess Liability Insurance:

- (1) \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Annual Aggregate

- (2) The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

5.3.9. **Contractor shall provide Contractors Pollution Liability Coverage in an amount of no less than \$1,000,000 and a deductible no greater than \$10,000.**

5.3.10. **The comprehensive general liability insurance and umbrella insurance required under paragraph 5.3. of the General Conditions shall include by endorsement, Owner, and Limno-Tech, Inc. as additional insureds.**

CONTRACTUAL LIABILITY INSURANCE:

SC-5.4.

The Contractual Liability Insurance required by paragraphs 5.4. of the General Conditions shall provide coverage for not less than the following amounts:

- |                         |                     |                  |
|-------------------------|---------------------|------------------|
| 5.4.1. Bodily Injury:   |                     |                  |
|                         | \$ <u>1,000,000</u> | Each Occurrence  |
| 5.4.2. Property Damage: |                     |                  |
|                         | \$ <u>1,000,000</u> | Each Occurrence  |
|                         | \$ <u>1,000,000</u> | Annual Aggregate |

OWNER'S LIABILITY INSURANCE:

SC-5.5.

Delete paragraph 5.5. of the General Conditions in its entirety.

PROPERTY INSURANCE:

SC-5.6.

Delete paragraph 5.6. of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain on Projects with above ground structures, property insurance upon the Work at the site to the full insurable value thereof (subject to deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). **This insurance shall include the interests of Owner, Contractor, Subcontractors, and Limno-Tech, Inc. in the Work (all of whom shall be listed as insured or additional insured parties),** shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.6. shall comply with the requirements of SC-5.8. and SC-5.9.

5.6.1. For all other Projects and portions of Projects not classified as above ground structures, Contractor shall add to the property insurance and/or maintain an Installation Floater with aggregate coverage of the total value of the Work.

5.6.2. When the Work includes the handling and installation of Owner furnished equipment, Contractor shall provide additional Property insurance or Installation Floater coverage in the amount of N/A which is the total value of the Owner furnished items.

SC-5.7.

Delete paragraph 5.7. of the General Conditions in its entirety and insert the following in its place:

5.7. Contractor shall purchase and maintain such boiler and machinery insurance, or additional property insurance as may be required by these Supplementary Conditions or Laws and Regulations which shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work, all of whom shall be listed as insured or additional insured parties.

5.7.1. Boiler and Machinery Policy Required. (None required by Owner for this Project)

5.7.2. Additional Property Insurance Required. (None required by Owner for this Project)

SC-5.8.

Delete paragraph 5.8. of the General Conditions in its entirety and insert the following in its place:

5.8. All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.6. and 5.7. shall contain the following provision or endorsements:

5.8.1. The Owner shall be the trustee of all monies received as an insured loss and shall be so named.

5.8.2. That the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner by certified mail and shall contain waiver provisions in accordance with paragraph 5.11.2.

SC-5.9.

Delete paragraph 5.9 of the General Conditions in its entirety and insert the following in its place:

5.9. The maximum deductible amount for the insurance provided in response to paragraphs SC-5.6. and SC-5.7. shall be \$10,000.00. The risk of loss within the deductible amount shall be borne by Contractor, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

SC-5.10.

Delete paragraph 5.10. of the General Conditions in its entirety.

ACCEPTANCE OF INSURANCE:

SC-5.14.

Delete paragraph 5.14. of the General Conditions in its entirety and insert the following in its place:

5.14. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor after delivery of insurance certificates to Owner in accordance with paragraph 2.7. of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

5.14.1. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

5.14.2. In case of the breach by Contractor of any insurance provision stated in the Contract Documents, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

5.14.3. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

#### CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

SC-6.8.3.

Add the following paragraph to the General Conditions:

6.8.3. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 10. of the Instructions to Bidders and Article 6.8.2. of the General Conditions.

SC-6.9.

Add the following language at the end of paragraph 6.9. of the General Conditions:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

#### PERMITS

SC-6.13.

Since the Owner is a public entity, add the following at the end of paragraph 6.13. of the General Conditions:

Contractor shall obtain and pay for the following permits: N/A

#### INDEMNIFICATION

SC 6.30.

Add the following Sentence at the end of 6.30 of the General Conditions.

In addition to those listed, the following parties shall also be indemnified as set forth in the paragraph above: N/A

PROJECT REPRESENTATION:

SC-9.3.1.

Add the following paragraph to the General Conditions:

9.3.1. If the Engineer furnishes a Resident Project Representative as per Article 9.3. of the General Conditions, the duties, etc. of the representative shall be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE as included in the Project Manual. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be as presented at the Pre-construction Conference.

SC-Combined Articles 10, 11 and 12

Add the following language to Article 10, 11 and 12 to the General Conditions.

Despite any language in this Article or the Contract Documents to the contrary, the Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time for any concealed or unknown condition encountered in the performance of the Work if such condition:

- i. is of a usual nature or does not differ materially from those ordinarily encountered and generally recognized as inherent to Work of the nature provided for in this Contract;
- ii. is of a usual nature or does not differ materially from those conditions disclosed or which could have been investigated or were reasonably inferable from the Contractor's price Work or should have been reasonably inferable by the Contractor from the Contract Documents and field conditions at the Project site; or
- iii. is of the nature which the Contractor should reasonably have known or anticipated based on the area in which the Project is located, the type of construction involved and the practices prevalent in the construction industry.

Notwithstanding the foregoing, however, if the Contractor makes a proper claim for an adjustment in the Contract Time or Contract Price regarding special or concealed conditions which do not fall into the categories set forth above, the Engineer will promptly investigate such conditions. If such conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance or any part of the Work, and the Contractor has timely and properly made its claim, the Engineer will recommend an equitable adjustment in the Contract Time or Contract Price, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in either or both the Contract Time and Contract Price is justified, then the Engineer shall so notify the Owner and Contractor in writing, stating the reasons. For any claim for an adjustment in Contract Time or Contract Price to be made properly, such claim must be made by the Contractor in writing with specific detail as to the

special or concealed condition and such notice shall be given to the Owner and Engineer promptly before conditions are disturbed and in no event later than five (5) days after first observance of any such conditions. If the Contractor is entitled to an adjustment in the Contract Time and/or Contract Price, the Contractor shall make such claim within the five (5) day period. If such claim is not timely and properly made, it shall be considered waived. In no event shall the existence of any concealed or unknown conditions qualify or limit any of the Contractor's obligations under the Contract Documents.

Notwithstanding anything contained to the contrary in any portion of the Contract Documents, an extension of time (without adjustment to the Contract Price) in which to complete the Work shall be the Contractor's sole remedy for: (i) any Work performance delays it encounters, (ii) any hindrance in performance of the Work, (iii) any loss in productivity, (iv) any impact, direct, consequential or inconsequential damages or (v) any other similar claims unless caused by acts constituting direct and intentional interference by the Owner with the Contractor's performance of the Work but only: (A) to the extent that such acts by the Owner continue after the Contractor's delivery of written notice to the Owner that details the time and nature of such interference and (B) only for such acts accruing following delivery of said written notice and the corrective grace period thereafter of two business days. The Owner's reasonable exercise of any of its rights or remedies under the Contract Documents, regardless of the extent or frequency, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

Extensions in the Contract Time shall be granted only to the extent that such delay:

1. warrants an extension in the scheduled completion of the Work
2. has not been caused by the Contractor, its subcontractors or suppliers
3. is of a duration of not less than three (3) days
4. is grounds for an extension in the Contract Time under the Contract Documents
5. is in addition to any time contingency periods set forth in the critical path for completion of the Work.

#### CHANGE IN CONTRACT PRICE

##### SC-11.2.

The words in parentheses are deleted and inserted in lieu thereof is the following, "(regardless of any language contained in these General Conditions or the Contract Documents to the contrary, the CONTRACTOR shall not be entitled to payment for indirect, special or consequential amounts or damages.)"

#### UNIT PRICE WORK

##### SC-11.9.3.

Delete paragraph 11.9.3. of the General Conditions in its entirety and substitute the following in its place:

11.9.3. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such items(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

SC-12.4

Contractor shall not be entitled to increases in the Contract Price if the Owner modifies the work start and completion dates.

WARRANTY AND GUARANTEE:

SC-13.1.

Change the second sentence of paragraph 13.1. of the General Conditions to read as follows:

Prompt notice of all observed defects shall be given to the Contractor.

Further, Contractor hereby consents to the Owner's assignment of any warranties applicable to private works to the private entity to which the Owner conveys said private works.

TESTS AND INSPECTIONS:

SC-13.3.

Delete paragraph 13.3. of the General Conditions in its entirety and insert the following in its place:

Contractor shall give twenty-four hour notice to Engineer for all required inspections, tests or approvals, except as otherwise provided.

ONE YEAR CORRECTION PERIOD

SC-13.12

Add to end of paragraph:

For projects with multiple phases of construction having individual substantial and final completion requirements, the one year correction period for works within a certain Phase shall begin on the date of substantial completion for that particular Phase and for private works such one year correction period shall run to and be enforceable by the Owner of the private entity to which said works are conveyed by the Owner. Provided however, for works to be owned or conveyed to another governmental entity or agency for which a permit was issued, said correction period shall be as specified by such other governmental entity or agency. Permits to be issued by: No works with this bid to be conveyed to a governmental entity

FINAL APPLICATION FOR PAYMENT

SC-14.2

The Contractor shall be required to submit its Final Payment application within ninety (90) days from the date of the Notice of Substantial Completion. If said Final Payment application is not timely submitted, then in that event and without further notice, the Contractor shall for all purposes be deemed to have waived and abandoned any and all right, title and interest the Contractor may have

had in said Final Payment proceeds, which proceeds may then be retained and used by the Owner as it deems fit.

SC-14.12

Add the following at the end of paragraph 14.12 of the General Conditions.

Contractor shall be required to submit its Final Payment Application within ninety (90) days from the date of the Notice of Substantial Completion. If said Final Payment application is not timely submitted, then in that event and without further notice, the Contractor shall for all purposes be deemed to have waived and abandoned any and all right, title and interest the Contractor may have had in said Final Payment proceeds, which proceeds may then be retained and used by the Owner as it deems fit.

SUSPENSION OF WORK AND TERMINATION:

SC-15.4

Add the following at the end of paragraph 15.4 of the General Conditions:

Reasonable termination expenses shall only include direct costs and expenses and in no event shall they exceed 2 ½ percent (2.5%) of the Schedule of Values for remaining non-executed Public Works.

SC-15.5.

Add the following at the end of paragraph 15.5. of the General Conditions.

Regardless of any language to the contrary contained in this Article or the Agreement, if the Owner, following the issuance of a Notice of Award to the Contractor, is unable to obtain all necessary permits for the Work for which the Owner is responsible for obtaining prior to the issuance of a Notice to Proceed or Temporary Construction Easements, the Owner, upon giving seven (7) days written notice to the Contractor, may terminate the Agreement. Upon said termination, the Contractor shall only be entitled to reimbursement for the actual cost incurred by the Contractor for: (a) purchase of Contract Documents in the amount set forth in the Invitation to Bid and (b) actual out-of-pocket expenses incurred for the acquisition of the Payment and Performance Bonds required under the terms of this Agreement.

SC-15.6.

Add the following at the end of paragraph 15.6. of the General Conditions.

Contractor shall provide written notice to Owner and Engineer within seven (7) days after occurrence of any events listed in Paragraph 15.2.

SC-15-7

The following is added as new Supplemental Condition 15-7:

The CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. The CONTRACTOR agrees and acknowledges that

commencing January 1, 2021, the OWNER, as a public employer, became subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into on or after said commencement date. In compliance therewith, the provisions of Article 15 of the General Conditions are hereby supplemented to require that if the OWNER has a good faith belief: (a) that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, the OWNER shall terminate this contract, or (b) that a subcontractor performing work for the Contractor under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of the contract/agreement based on CONTRACTOR's failure to comply with E-Verify requirements referenced herein.

SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety and insert in lieu thereof the following:

16.1 All controversies, claims, disputes and matters in question (together the "Dispute") by and between the Owner and Contractor that arise out of, relate to or pertain to the Contract Documents or a breach thereof which are not resolved through informal negotiations shall be decided in accordance with the provisions of this Article.

16.2 It is required that prior to the commencement of any litigation, that a party who seeks resolution of a Dispute between the Owner and Contractor shall first notify the other party, plus Engineer, in writing of the existence and subject matter of the Dispute in question. Such notice shall designate the names of three (3) impartial and prospective mediators, each of whom shall be registered with an office of the American Arbitration Association located in either Miami, Florida or Atlanta, Georgia. The recipient party shall be entitled to select from such list one individual to act as mediator for the Dispute described in the notice sent by the issuing party. The parties shall meet with the mediator in the administrative offices of the Owner within fifteen (15) business days after the recipient party has received notice of the Dispute and the parties agree to use their best efforts to resolve the matters in Dispute at the mediation. The mediation herein shall not continue longer than one (1) day without the further written approval of both parties. Neither party shall be bound by any recommendation of the mediator; however, any agreement reached between the Owner and Contractor during mediation shall be final and conclusive as between them.

16.3 If the parties are unable to resolve the Dispute by mediation, then in only those instances where the Dispute is for an amount of less than \$100,000.00, either party may request that binding arbitration be held and governed pursuant to the Florida Arbitration Code, by submitting such demand in writing to the other party and the Engineer. Such written demand shall be made within fifteen (15) business days after conclusion of the unsuccessful mediation and during said fifteen (15) business day request period no litigation may be initiated by either party regarding the Dispute.

If the Owner and Contractor agree on selection, there shall be one (1) arbitrator. If no agreement as to the selection of an arbitrator can be reached within 30 days after receipt of the demand for arbitration, there shall be three (3) arbitrators. One arbitrator is to be named in writing by the Owner, the second by the Contractor and the third arbitrator chosen by the other two (2) arbitrators who have been

appointed. If there is one (1) arbitrator, said arbitrator's decision shall be binding and if there are three arbitrators, the decision by any two of them shall be binding. No one shall act as an arbitrator who is in any way financially interested in the work or in the business affairs of either the Owner or the Contractor.

Should either party refuse or neglect to select or appoint an arbitrator in accordance with the preceding paragraph, then in that event a neutral arbitrator shall be selected by the American Arbitration Association upon request of the other party.

The award rendered by the arbitrator(s) shall be final and subject to judicial enforcement.

16.4 All expenses of mediation and/or arbitration, including the fees and costs of the mediator and arbitrator(s), shall be shared equally by the parties, but each party shall be responsible for their own respective legal fees or other professional fees incurred in the mediation or arbitration.

16.5 All Disputes in excess of \$100,000.00 may be resolved in arbitration if the parties so agree in writing, otherwise either party may bring an action for relief and /or damages in the appropriate judicial forum in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

## **PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS**

### **1. ATTACHMENTS:**

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

- a. Contractor's Corporate Resolution (00502).
- b. Performance Bond (00610).
- c. Payment Bond (00620).
- d. Contractor's Affidavit to Owner (00670).
- e. Form of Application for Payment (00680).
- f. Schedule of Values and Work Completed (00681).

### **2. DESIGN PROFESSIONALS REPRESENTING OWNER AND/OR ENGINEER AND DIVISION OF RESPONSIBILITIES**

- a. Various Design Professionals (i.e. Civil, Structural, Mechanical, Electrical, Groundwater Hydrology, Environmental, etc.) as consultants to Owner and/or Engineer, prepared or assisted in the preparation of Drawings and Specifications for the Project. The Owner and/or Engineer may have the various Design Professionals provide services during construction phase of the Project. The Design Professionals will be representatives of the Owner and/or Engineer. Visits to the site

by the Design Professionals will be on the basis of General Conditions Paragraph 9.2., VISITS TO SITE. Also General Conditions Paragraphs 9.13. through 9.16., LIMITATIONS ON ENGINEER'S RESPONSIBILITIES includes the various Design Professionals for this Project.

- b. The Division of Responsibilities between the various Design Professionals will be basically as follows:
  - 1. Limno-Tech, Inc. Engineer for all associated Work.
- c. Communication to and from the various Design Professionals will be coordinated through the Engineer.

### 3. RELATED WORK AT SITE

In accordance with Article 7 of the General Conditions, the Contractor is hereby informed that there may be separate contracts for the maintenance of the Ibis roadways and lake system adjacent to this Project.

The above stated maintenance activities will occur during the course of the Unit 18 Ibis - Significant Lakes Alum Treatment Project (Project No. 621)

The Contractor for this Project shall be responsible for coordination of activities with the contractor(s) selected for the other maintenance work adjacent to this project. This coordination shall include: Progress and scheduling meetings required by Owner and Limno-Tech Inc., if necessary.

END OF SECTION

## SECTION 00840

### **LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

ENGINEER may furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. RPR may only be part time on site, and CONTRACTOR shall coordinate with RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

#### **A. GENERAL**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

#### **B. DUTIES AND RESPONSIBILITIES OF RPR**

1. **SCHEDULES:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **CONFERENCES AND MEETINGS:** Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **LIAISON:**
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. SHOP DRAWINGS AND SAMPLES:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of samples for examination.
  - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. RECORDS:
  - a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. REPORTS:

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.

10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. COMPLETION:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. LIMITATIONS OF AUTHORITY**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

## SECTION 01000

### GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.0 PROJECT LOCATION

Ibis Golf and Country Club located south of Northlake Boulevard and east of the City of West Palm Beach Water Catchment Area. Significant Lakes as designated in Appendix A of Contract Documents.

##### 2.0 DESCRIPTION OF WORK

Project involves multiple applications of Aluminum Sulfate in the 11 specified lakes within the Ibis Water Management System over a period of 3 Northern Fiscal Years (October 1-September 30) years. Treatment shall be applied a minimum of three times per lake as directed by the Water Treatment - Alum Application Specification.

##### 3.0 SCOPE OF WORK

- A. The work to be performed by the Contractor includes furnishing all materials (unless the Aluminum Sulfate Material is supplied by the City of West Palm Beach), labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to complete the herein described project as specified. All work to be in accordance with the Contract Documents.
- B. All material, equipment, labor and work to be furnished for the successful completion of this project shall be in strict compliance with the latest edition of all applicable codes, standards and referenced specifications, as well as all contract documents summarized herein.
- C. Submittals - Project submittals of all types required for this work are identified throughout the project conditions and specifications in each section. The Contractor shall be responsible for properly executing each submittal with the correct forms and procedures. General requirements with respect to submittals are given in Section 01300.
- D. All work performed under the Northern contract shall conform to the latest edition of Northern's Engineering Standards Manual, unless otherwise authorized by the District Engineer. Northern Standards shall govern unless local standards prove to be more stringent.

##### 4.0 REFERENCE POINTS

- A. The reference points, if deemed necessary by Engineer, which will be provided by the Owner as mentioned in Article 4.4 of the General Conditions, will be the staking (or otherwise marking) of the baseline as shown on the drawings. A benchmark for vertical control will also be provided. All construction staking to be provided by the Contractor.
- B. Laying Out Work – Contractor shall, immediately upon entering project site for purpose of beginning work, locate all reference points and take such action as is necessary to prevent their destruction; lay out their own work and be responsible for all lines,

elevations and measurements of the grading, excavation and/or the rework executed by them under the contract. They must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from their failure to exercise such precaution.

## **5.0 EXAMINATION OF DOCUMENTS AND SITE**

### **A. Examination of Documents**

1. The Contractor, in undertaking the work of this contract, shall have thoroughly examined and familiarized themselves with all contract and project documents regarding the extent of work required. No consideration will be given any claim based on lack of knowledge or understanding of the contract documents.
2. The Contractor is responsible for furnishing and installing all items identified or detailed in the Contract Drawings whether or not they are listed in the Contract Specifications. Conversely, they shall also furnish and install all items specified whether or not they be identified or detailed in the contract drawings.
3. The Contractor shall immediately inform the Engineer in writing of discrepancies or ambiguities; and request a clarification before proceeding with the work in the area of question.

### **B. Examination of the Site**

1. Each bidder shall, before submitting their proposal, visit and examine the premises to satisfy themselves as to the scope of work, existing conditions and any difficulties attending to the performance of this work.
2. Once selected, the Contractor is assumed to have visited the site and to have taken into consideration all conditions which might affect their work.
3. No consideration will be given any claim based on lack of knowledge of existing conditions except where the contract documents make a definite provision for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.

## **6.0 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake or otherwise mark or protect their facilities. The Contractor must provide facilities and be responsible for the protection of all structures, buildings and utilities, underground, on the surface, or above ground against trenching, dewatering, or any other activity connected with the Work throughout the entire Contract Time.
- B. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.
- C. Should the Work require repairs, changes or modifications of the Owner's utilities as

well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

## **7.0 COORDINATION**

### **A. Responsibilities**

1. Only the General Contractor shall be recognized as part of this contract. It shall be their responsibility to turn over to the Owner a complete project in all respects in accordance with the herein specifications.
2. The Contractor shall generally coordinate the work of all trades and be responsible for supervising the proper fabrication, delivery, storage, handling and installation of all work.

B. Cooperation - The General Contractor and all subcontractors shall cooperate with one another and with other Contractors and Landowner doing related work and shall coordinate their work with the work of other trades and other Contractors so as to facilitate the general progress of the work. Each trade shall afford all other Contractors every reasonable opportunity for the installation of their work and for the storage of their materials.

## **8.0 MAINTENANCE OF TRAFFIC**

- A. In the Contractor's use of streets and highways for the Work to be done under these Specifications, conform to all Municipal, County, State and Federal laws and regulations as applicable. Provide, erect and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions which encroach on or are adjacent to the public rights of way should be provided with lights which are illuminated at all times between sunset and sunrise. Variable message boards shall be provided in accordance with the contract documents.
- B. Arrange Work to cause minimum disturbance of normal pedestrian and vehicular traffic and be responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the Owner and Engineer for approval prior to completely blocking off any street to vehicular traffic during construction.
- C. Maintain traffic in accordance with Section of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- D. Contractor is responsible for preparing a Maintenance of Traffic Plan. Submit plan to roadway authority (NPBCID) for review. The Maintenance of Traffic Plan must be prepared by a person who is certified by the State of Florida to prepare such plan. Plan should consider delivery and removal of storage container and materials to and from site in addition to material transfer from storage area(s) to each lake during application process.
- E. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made thereof.

## **9.0 SALVAGEABLE MATERIAL**

- A. All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified shall be removed from the site at the Contractor's expense. All material and/or equipment not in salvageable condition as determined by the Engineer, must be disposed of by the Contractor at the Contractor's expense.

## **10.0 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER**

- A. Boring logs, other reports, drawings or maps utilized by the Engineer, if attached at the end of these Specifications, are provided for Contractor's information in accordance with paragraph 4. of the Instruction to Bidders and are not a part of the Contract Documents. There is no technical data in the Boring Logs, other reports or Drawings that should be relied on by the Contractor. There also were no other reports or drawings utilized by Engineer in preparation of the Contract Documents that contained data that could be relied on by the Contractor.

## **11.0 PROTECTION OF EXISTING OVERHEAD/UNDERGROUND ELECTRICAL LINES AND UTILITIES**

- A. The Contractor shall be responsible for the protection of all existing overhead and underground electrical lines and utilities whether or not shown on the plans. The Contractor shall be responsible to coordinate and pay for the de-energizing of power lines and/or power poles during construction at no additional cost to the Owner.

## **12.0 SPILL PREVENTION PLAN**

- A. A Spill Prevention Plan shall be prepared and submitted to the Owner and Engineer which demonstrates the mechanisms and practices that will be employed to protect the construction site and surrounding area during construction. The plan shall include, but not be limited to, the locations of silt barriers, turbidity screens or temporary sheeting and preventative actions in place on site, emergency response practices in case of spill, list of site responsible personnel and their relevant training, list of contaminants and their volumes present during the work, and other methods to prevent pollution. Refueling or storage of vehicles or equipment that utilize petroleum-based products shall be prohibited anywhere within 50 feet of a water's edge. Equipment used to launch boats into lakes receiving application are permitted during the launch but must not be parked or stored within 50 feet of the water's edge. Location and refill of storage containers for Alum material shall be addressed on the Spill Prevention Plan with protection measures identified.
- B. The Contractor shall implement Plan during the progress of the Work.

## **13.0 COORDINATION/PROGRESS MEETINGS**

- A. Contractor's project manager and a representative of subcontractor performing work at the time of meeting shall attend onsite coordination/progress meeting(s) during the progress of the Work. Coordination and progress meetings are to be specified by the Project Engineer.

#### **14.0 WORK SCHEDULE**

- A. A work schedule shall be provided by the Contractor at the beginning of the project and updated at the time of pay application for request of payment.
- B. Bidders are advised that it is the intention of Northern Palm Beach County Improvement District to work with the successful bidder to establish individual schedules for completion of the work within the overall project.

**END OF SECTION**

## SECTION 01020

### MOBILIZATION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. This section covers the work necessary for the movement of personnel, equipment, safety equipment, first aid supplies, sanitary facilities, supplies and incidentals, the establishment and removal of temporary offices and the maintaining of services (mail, trash, etc.), bonds, insurance, traffic control, survey layout, and site clean up.
- B. The cost of bonds, insurance and any other pre-construction expenses necessary for the start of work, excluding the cost of materials is to be included in mobilization.

#### PART 2 – METHOD OF PAYMENT

- A. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made in accordance with the following.

<u>Percent of Contract Price Less Mobilization Earned</u>	<u>Allowable Percent of the Lump Sum Price of Mobilization</u>
5	25
10	50
25	75
50	100

- B. The standard retainage will be applied to these payments. Previous payments for Mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.
- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered under Mobilization is to be included for payment under the several schedules items on the bid Form, and no separate payment will be made therefore.

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method.

##### 1.02 GENERAL

- A. The Contractor shall receive and accept the compensation provided in the Proposal and the Contract under a unit price payment method for performing all operations necessary to complete the work under the Contract, and also payment for all loss or damages between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.
- B. The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspections, together with any and all other costs and expenses for performing and completing the work as specified herein. The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, the Contractor shall include the cost for that work in some other applicable bid item, so that their proposal for the project does reflect their total price for completing the work in its entirety.

##### 1.03 VOLUME MEASUREMENT

- A. Measured by cubic dimension using mean length, width, and height or thickness. Or as indicated in 025113 Water Treatment - Alum Application Specification.

##### 1.04 AREA MEASUREMENT

- A. Measured by square dimension using mean length and width or radius.

##### 1.05 LINEAR MEASUREMENT

- A. Measured by linear dimension, at the item centerline or mean chord.

#### PART 2 - MATERIAL

- A. Incremental volumes applied as determined by daily logs, documentation from

chemical distribution system and purchase receipts from chemical distributor.

### **PART 3 - EXECUTION**

#### **3.01 MEASUREMENT AND PAYMENT**

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein unless otherwise stated. A representative of the Contractor shall witness all field measurements.
- B. The Engineer shall approve all measurements and computed quantities provided in daily logs supplied by contractor.
- C. Contractor to assist Engineer by providing necessary documentation and data as required.
- D. Quantities and measurements supplied or placed in the Work and verified by the Engineer will determine payment. Waste will not be included in the measurements or quantities. Excess Alum supply remaining after the Contractor has applied the specified volume of alum to each Significant Lake for a specific application, due to changes in lake bathymetry will not be considered waste. Excess Alum shall be handled as directed by 025113 Water Treatment-Alum Application Specification and as directed by Engineer.
- E. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the Contract Unit Price.
- F. Payment for all work completed under this Contract shall be in accordance with the provisions of the Contract and upon the basis of specific provisions of this Section of the Contract Documents. The bid items for furnishing and installing work under the Contract shall include full compensation for completing all activities not limited to selling, delivery, construction, testing, vandalism, or breakage.
- G. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- H. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- I. Payment for lump sum items will be made on the basis of percentage complete as approved by the Engineer.

**END OF SECTION**

**SECTION 01060**

**REGULATORY REQUIREMENTS**

**1.1. INDUSTRY STANDARDS:**

All work shall be done in strict accordance with the following Industry Standards:

- A. City of West Palm Beach
- B. Northern Palm Beach County Improvement District.
- C. AWWA B403-88 American Water Works Association Standard for Aluminum Sulfate

**END OF SECTION**

## SECTION 01068

### DEFINITIONS AND STANDARDS

#### PART 1 - GENERAL

##### 1.01 DEFINITIONS

- A. Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, Supplementary Conditions and other general contract documents, and apply to the work.
1. Owner: **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT (NPBCID)**  
359 Hiatt Drive  
Palm Beach Gardens, FL 33418  
Phone: 561-624-7830
  2. General Requirements: Provisions of Division 1 sections of these specifications.
  3. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as "shown", "noted", "Scheduled" and "Specified" have same meaning as "indicated", and are used to assist the reader in locating particular information.
  4. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Engineer", unless otherwise indicated.
  5. Approved by the Engineer: In no case releases Contractor from responsibility to fulfill requirements of Contract Documents.
  6. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
  7. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
  8. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
  9. Provide: Furnish and install, complete and ready for intended use.
  10. Engineer: **LIMNO-TECH, INC.**  
7300 HUDSON BLVD., SUITE 295  
OAKDALE, MN 55128  
ATTN: HANS HOLMBERG  
PHONE: (651)219-4071  
EMAIL: [hholmberg@limno.com](mailto:hholmberg@limno.com)
  11. Contractor: Prime, General Contractor; the Vendor named in the Contract.
  12. Construction Completion Date: Substantial Completion Date. (Substantial Completion Date" is defined in the General Conditions.)
  13. Day: Calendar day.

14. Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor or sub-subcontractor. Installers are required to be skilled in work they are engaged to install.
15. Specification Text Format: Construction Specification Institute (CSI) Master Format.
16. Overlapping/Conflicting Requirements: Most stringent (generally) language written directly into Contract Documents is to be used. Overlapping/conflicting requirements do not indicate that a less stringent requirement might be acceptable. Refer uncertainties to Engineer for decision before proceeding.
17. Where optional requirements are specified in a parallel manner, option is intended to be Contractor's unless otherwise indicated.
18. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.
19. Abbreviations, Plural Words: Abbreviations, where not defined in Contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of Contract Documents.
20. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.

## **1.02 STANDARDS AND REGULATIONS**

- A. Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copied directly into Contract Documents or bound and published herewith. Standards referenced in Contract Documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of date of Contract Documents, unless otherwise indicated.
- B. Abbreviations: Where abbreviations or acronyms are used in Contract Documents, they mean the well recognized name of entity in building construction industry. Refer uncertainties to Engineer before proceeding.
- C. Trade Union Jurisdictions: Maintain current information on jurisdiction matters, regulations, actions and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of dispute, conflicts, delays, claims, or losses.
- D. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradesperson of that corresponding generic name.

**END OF SECTION**

## SECTION 01155

### REPORTING AND PAYMENTS

#### **PART 1 - GENERAL**

##### **1.01 PROGRESS SCHEDULE AND REPORTS**

GENERAL: Within 14 days after "Notice to Proceed (Commencement of Construction)" or at pre-construction meeting, submit a comprehensive progress schedule indicating each significant category or unit of work to be performed at the site, properly sequenced and inter-meshed, and showing completion of the work on the date established for "Substantial Completion" of the work. Arrange schedule to indicate required sequencing of units, and to show time allowances for submittals, inspections and similar time margins. Carefully schedule the work to be performed so the required construction sequences and schedules will be maintained throughout the performance of the Contract.

1. Show critical submittal dates related to each time bar, or prepare separate coordinated listings of critical submittal dates.
2. Submit progress schedule for Owner's approval and compliance with Owner's requirements.

##### **1.02 SUBMITTAL**

Following initial revision of schedule after the Owner's and Engineer's review, print and distribute schedule to entities with a need-to-know responsibility, including copies to the Owner and Engineer. As appropriate and not in excess of every 90 days, revise schedule at intervals matching payment request and redistribute. Provide copies required with payment requests.

##### **1.03 PROGRESS MEETINGS**

Conduct general progress and coordination meeting attended by a representative of each primary entity engaged for performance of work. Record discussions, decisions, and any unusual events, accidents, etc. and distribute copies to those attending and others affected including the Owner and Engineer. Schedule meetings to coordinate with preparation of payment requests. A "Preconstruction Meeting" will be scheduled by the Engineer prior to "commencement of work."

##### **1.04 SCHEDULE OF BID TABULATIONS**

Prepare a bid tabulation showing breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit schedule of values to Owner and Engineer for review and approval prior to "Commencement of Work." Change orders or other value revisions (by Contractor) shall be added as separate line items.

## **1.05 PAYMENT REQUESTS**

- A. Prior to initial payment request for each Phase of Alum Application, and as more stringently required by other sections of the specifications, submit:
1. List of principal subcontractors and suppliers.
  2. Schedule of bid tabulations.
  3. Alum Application Project Log. This log shall include, the Phase of Application, the incremental volumes applied to each lake, the dates of application, and the total volume applied. The logs shall also include a map of the application areas for each lake.
  4. Construction progress record data, as applicable.
  5. Update schedule reflecting work completed.
- B. Pay requests shall be accompanied by Project Log/Maps and/or progress reports approved by the Engineer.

**END OF SECTION**

**SECTION 01200**  
**PROJECT MEETINGS**

PART 1 - GENERAL

**1.01 DESCRIPTION**

- A. The Contractor and Engineer or Engineer's representative shall be required to attend all scheduled project meetings.
- B. The location, date and time of project meetings shall be determined by the Engineer.

**1.02 PRECONSTRUCTION CONFERENCE**

- A. A preconstruction conference will be held within fourteen (14) days of the "Notice To Proceed" and before the commencement of work.
- B. See Section 01300 for submittals required at preconstruction conference.

**1.03 PROGRESS MEETING**

At least once a month there shall be project progress meeting. The meeting will be attended by a representative of the Owner, the Contractor, Engineer and such others as may be deemed appropriate at the time. The Engineer will coordinate these meetings.

**1.04 MEETINGS**

The Owner, the District Engineer and Engineer, reserve the right to convene other meetings that are deemed to be in the best interest of the Owner.

**1.05 CONTRACT ADMINISTRATION**

Contract Administration and project meetings shall be handled by the Engineer. The Engineer will provide construction observations at regular intervals to ensure compliance with the Contracts Documents.

**1.06 AGENDA**

The following topics will be discussed as well as other site-specific topics at the Pre-construction meeting.

- 1 Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Engineer;
- 2 Channels and procedures for communication;
- 3 Construction schedules, sequence of critical work, schedule of values, details, work by subcontractors, revisions, updating, maintenance, reissue;

- 4 Contractor documents, including distribution of required copies of drawings and revisions;
- 5 Submittals including Material Certification, Spill Prevention Plan and Daily Logs.
- 6 Advanced Noticed for work within significant lakes housing aerators, diffusors and pump stations.
- 7 Processing of data submitted to the Engineer for review;
- 8 Processing of field decisions and Change Orders;
- 9 Project signs; PPD or BOR, Felony Trespassing, and Anti-Harassment, temporary signage or buoys. (No other signs are allowed.)
- 10 Assignment of Vehicular Parking and Staging Area;
- 11 Permits, if any;
- 12 Tree protection;
- 13 Completion – time extensions – liquidated damages;
- 14 Storage facilities and proposed equipment to be temporarily stored
- 15 Staging Areas
- 16 Working hours;
- 17 Utility Outages, temporary power, and metering;
- 18 Completion inspections – substantial and final;
- 19 Payment procedures and forms;
- 20 Required Record Information;
- 21 Workmanship and quality;
- 22 Site supervision including work by subcontractors and sub-subcontractors.

**END OF SECTION**

## SECTION 01205

### PROCEDURES AND CONTROLS

#### PART 1 GENERAL

##### 1.01 ADMINISTRATION AND SUPERVISION

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and Owner.

##### 1.02 INSPECTIONS AND TESTING

- A. General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of the Contract Documents (Owner's and Contractor's), including taking and delivery of samples and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work to the Engineer by the most expeditious means as possible.
- B. Inspections by Installer: Require Installer follow procedures as directed in 025113 Water Treatment-Alum Application Specification.

##### 1.03 INSTALLATION, GENERAL

- A. Require Installer follow procedures as directed in 025113 Water Treatment-Alum Application Specification.
- B. Comply with the manufacturer's instructions and recommendations to the extent where the printed information is more detailed or stringent than requirements contained directly in Contract Documents. Verify all adjustments to protocol with Engineer prior to initiation.
- B. Timing: Install work during time and under condition which will ensure best possible results, coordinated with required inspection and testing and in accordance with 025113 Water Treatment-Alum Application Specification.

**END OF SECTION**

## SECTION 01300

### SUBMITTALS

#### PART 1 GENERAL

##### 1.00 DESCRIPTION

- A. Submittals from the Contractor to the Engineer shall be accompanied by a letter of transmittal.
- B. Materials and other items subject to approval shall not be incorporated in the project before receipt of written approval.

##### 1.01 SPECIFIED ELSEWHERE

Measurement and Payment – See Section 01025  
Reporting and Payments – See Section 01155  
Water Treatment – Alum Application Specification- See Section 025113

##### 1.02 CERTIFICATION OF INSURANCE

Certificates of Insurance shall be filed with the Owner and copies to the Engineer prior to commencement of the work.

##### 1.03 CONTRACT COST BREAKDOWN

- A. "Progress and Payment" forms shall be used to prepare values of contract cost and pay requests as required by general conditions. Contract cost breakdown shall be submitted to the Engineer within fourteen (14) days after commencement date specified in the "Notice to Proceed."
- B. No payment will be approved until contract cost breakdown is modified as requested and approved by the Engineer.

##### 1.04 LISTING OF SUBCONTRACTORS

Submit complete list of subcontractors, including address, telephone and contact person with Bid Submittal.

##### 1.05 SAMPLES

Submit samples as called for in the individual sections of the specifications. Samples shall be submitted at same time as shop drawings.

## **1.06 SCHEDULE**

At Pre-Construction Conference Contractor shall submit the following:

1. Construction Schedule
2. Material Certifications
3. Approved Maintenance of Traffic (MOT) Plan
4. Spill Prevention Plan

As Noted:

5. Aluminum Sulfate Lot Testing Results for Material Delivered to Site--Required Upon Delivery
6. Daily Log with:
  1. Hours of aluminum application
  2. The quantity of aluminum applied
  3. The approximate acreage and volume treated
  4. Approximate location (on map) of area treated
  5. Summary of truck deliveries
  6. Explanation of any downtime
  7. pH monitoring records
  8. GPS Coordinates and Corresponding application rates and amounts of aluminum sulfate applied to each lake following the application. The data shall be collected by the contractor in real-time during application
7. Upon completion of each Alum Application, and Prior to request of Final Payment for each Alum Application, the Contractor shall submit a project log as indicated in Section 1.4F of 025113 Water Treatment -Alum Application Specification. This log shall include the incremental volumes applied to each lake, the dates of application, and the total volume applied. The logs shall also include a map of the application areas for each lake. The purchase receipt for Alum shall be included with the submittal for payment.

## **1.07 APPROVALS**

The Engineer must approve all submittals before they become usable documents.

## **1.08 TIME FOR SUBMITTALS**

As noted.

**END OF SECTION**

## SECTION 01450

### ENVIRONMENTAL PROTECTION

#### PART I GENERAL

##### 1.01 SECTION INCLUDES:

- A. Requirements for prevention of environmental pollution and damage as the result of construction operations under this contract.

##### 1.02 SYSTEM DESCRIPTION:

- A. Environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorable alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes.
- B. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

##### 1.03 QUALITY ASSURANCE:

- A. Establish and maintain quality control for environmental protection of all items set forth herein.
- B. Record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.
- C. Comply with all requirements under the terms and conditions set out in all permit(s) obtained by the Owner, if any.
- D. The Owner's Representative will notify the Contractor in writing of any observed noncompliance with the Federal, State, or local laws or regulations, permits and other elements of the Environmental Protection Plan.
  - 1. After receipt of such notice, inform the Owner's Representative of proposed corrective action and take such action as may be approved.
  - 2. Failure to comply promptly will be grounds for suspension or termination of the contract.
- E. The Contractor shall maintain a copy of the Spill Prevention Plan as required in the Submittals for this Work on site for the duration of the project. The Spill Prevention Plan must include the following:
  - 1. A list of on-site responsible personnel
  - 2. A list of all relevant training for on-site personnel
  - 3. A list of all contaminants and their volumes that will be present during Work

- a. Preventative actions in place on site:
  - i. Strategies to prevent spills from coming in contact with the public, catch basins, and waterways.
  - ii. Security of chemical tanks and equipment on-site.
  - iii. Provisions for Protection of existing catch basins from entrance of chemicals, loose dirt and construction debris.
- b. Action plan in case of spill:
  - i. List phone and addresses for all local authorities and emergency contacts
  - ii. Containment and clean up techniques

## **PART II      PRODUCTS**

- Silt Screens
- Filter Socks (at catch basin)

## **PART III      EXECUTION**

### **3.01 PROTECTION OF ENVIRONMENTAL RESOURCES:**

- A. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the drawings and specifications.
- B. Disposal of Waste:
  1. Dispose of solid wastes (excluding clearing debris), in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.
  2. Transport all solid waste off property and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.
  3. Store chemical waste in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.
  4. Discarded materials other than those which can be included in the solid waste category, shall be handled as directed by the Owner's Representative.

### **3.02 PROTECTION OF WATER RESOURCES:**

- A. Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters.
- B. Monitor all water areas affected by construction activities.
- C. Construction activities shall comply with the NPDES and Spill Prevention Plan.

**3.03 PROTECTION OF FISH AND WILDLIFE RESOURCES:**

- A. Keep construction activities under surveillance, management and control, to minimize interference with, disturbance to, and damage of fish and wildlife.

**END OF SECTION**

## SECTION 01540

### SECURITY AND PROTECTION

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. Requirements: This section specifies minimum requirements. Temporary provisions for security and protection are the Contractor's sole responsibility, and are not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative security and protection methods of facilities, equivalent to those specified is the Contractor's option. The work of this section is defined to exclude required insurance coverage, performance/payment bonds, first aid requirements, general supervision, quality control, damage surveys, enclosure of completed work and stored materials, inspections and test of the work, instructions to Owner's personnel and similar recognized protection/security provisions, which are, nevertheless, specified in other parts of the contract documents, if required.
- B. The types of security and protection facilities and services required for the entire project include, but are not limited to, the following:
  - 1. Barricades, warning signs
  - 2. Secure storage of materials and equipment
  - 3. Environmental protection.

##### 1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for the installation and operation of security and protection facilities, including the rules and recommendations of fire and building departments, police, rescue squad's, watchman services, and similar local organizations and companies.

##### 1.03 JOB CONDITIONS

- A. Scheduled Uses: Provide security and protection at the times first needed at the site; and maintain, expand, and modify the facilities as needed throughout the construction period.
- B. Conditions of Use: Use security and protection facilities and services in a safe, sanitary, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effects.

##### 1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES

- A. General: For use in security and protection facilities, provide either new or used materials and equipment, which are in substantially undamaged and serviceable conditions. Provide types and quality levels which are recognized in the construction industry as suitable for the intended use in each application.

##### 1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES

- A. General: Use qualified tradesmen for the installation of security and protection

facilities. Locate facilities where they will serve the total project construction work adequately, and result in a minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to the Owner.

#### **1.06 BARRICADES, WARNING SIGNS AND LIGHTS**

- A. General: Comply with recognized standards and code requirements for the erection of substantial and structurally adequate barricades wherever needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs and inform personnel at the site, and the general public where exposure exists of the hazard being projected. Provide lighting where appropriate and needed for the recognition of the facility, including flashing red lights where appropriate.
- B. Storage: Where materials and equipment must be temporally stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

#### **1.08 ENVIRONMENTAL PROTECTION**

- A. General: Provide protection facilities, operate temporary facilities, conduct construction activities and enforce strict discipline for personnel at the project site in ways and by methods which comply with environmental protection regulations, and which will minimize the possibility that the air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at the project site. Avoid the use of tools and equipment which produce harmful noise; and restrict the use of noise-making tools and equipment to the hours of use which will minimize noise complaints by persons or residents near the project.

#### **1.09 TERMINATION AND REMOVAL**

- A. General: Maintain protection and security facilities and services in good operating condition through the time and use and until the completion and use of permanent work makes each temporary service unnecessary, or until the Owner's occupancy has replaced the need for the service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use had been terminated. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary security and protection facilities remain the property of the Contractor.

**END OF SECTION**

## SECTION 01700

### PROJECT CLOSE OUT

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. The items listed in this Section shall not be considered as a complete listing and shall in no way limit requirements that may be stated in other parts of the Contract Documents, but rather should be considered as an aid in preparing for final inspection and project close out.

##### 1.02 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION

- A. Punch List: The following items shall be completed prior to request for final inspection.
1. All general construction completed.
  2. Project site shall be cleared of the Contractor's equipment and/or storage containers and supplies. All temporary structures and construction debris shall be removed.
  3. All temporary signage shall be removed.
  4. All disturbed areas re-graded, sodded and restored to original condition.
- B. Record Documents: The project record documents/data shall be submitted by the Contractor as specified by the technical specifications.

##### 1.03 BASIC REQUIREMENTS PRIOR TO FINAL COMPLETION

- A. All of the above items for Substantial Completion shall be complete; in addition, the punch list items noted at the time of substantial completion shall have been corrected and the work completed.
- B. Guarantees and Bonds: Furnish the following written guarantees and bonds, in duplicate, signed by an authorized representative of manufacturer, supplier and/or subcontractor in accordance with the General Conditions, Supplementary General Conditions and the technical sections of the specifications.
- C. Excess Materials: (extra stock) to be handled as directed by Engineer.
- D. Affidavits: Provide affidavits prior to final payment as follows (upon completion of each Alum Application):
1. Affidavit to owner as provided in Section 00670.

**END OF SECTION**

**SECTION 01720**  
**RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. On site maintenance of Record Documents.
- B. Required record information.

**1.02 MAINTENANCE**

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work:
  - 1. Maps
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents must be available to Engineer for examination at any time during the progress of the Work.
- E. Submit completed Record Documents upon completion of the Work and prior to application for final payment of each Application of Alum.
- F. Submittals should clearly identify alum application data based on dates of Application and lake reference number.

**1.03 REQUIRED RECORD DRAWING INFORMATION**

- G. In addition to the Daily Logs required throughout the Application Process, the Contractor shall also submit a Project log upon the completion of each Alum Application. This Project Log shall include the incremental volumes applied to each lake, the dates of application, and the total volume applied. The Project Logs shall also include a map of the application areas for each lake.

**PART 2 - PRODUCTS**

Not Used.

**END OF SECTION**

## SECTION 025113

### WATER TREATMENT – ALUM APPLICATION SPECIFICATION

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements set forth in Division 1 of these Specifications, and the provisions of the other Contract Documents.
- B. Work covered by this section includes furnishing all supervision, labor, materials, and equipment required to supply, deliver, store, and apply aluminum sulfate to those eleven (11) Ibis Lakes (the “Significant Lakes” or “Significant Lake”), as described in these Specifications and shown on Figures A.1-A.12 in Appendix A. The Contractor shall,
1. Furnish, deliver, store and apply liquid aluminum sulfate (alum) to each lake to mitigate the internal release of phosphorus from the lake sediment.
  2. Only apply the alum at appropriate weather and temperature as directed by the Engineer.
  3. Furnish, install, maintain, and remove all appropriate temporary signage and buoys (if used) in a timely manner.
  4. Restore all areas directly or indirectly disturbed by the Work.
  5. All other Work required for a completion of the alum treatment as a project whole.

Alternatively, the City of West Palm Beach may purchase the alum material including cost of delivery to the project site. In this case, the Contractor shall be responsible for scheduling delivery to the project site from the alum supplier specified by the City.

##### 1.02 REFERENCES

- A. AWWA B403-88 American Water Works Association Standard for Aluminum Sulfate.

##### 1.03 SEQUENCE OF WORK

- A. Alum treatment shall not begin until chemical applicator (Contractor) is approved by Owner, and the Owner has issued the Notice to Proceed. THE FULL ALUM TREATMENT IS TO BE SPREAD OUT OVER A MINIMUM OF THREE APPLICATIONS. The first application shall be as indicated in the Notice to Proceed or as otherwise directed by the Engineer. The following applications should be spaced six (6) to twelve (12) months apart. No more than one application is to be applied in any Northern Fiscal Year (October 1 through September 30).

- B. The Contractor shall provide all equipment, labor, and materials necessary to perform the work including application equipment, and equipment necessary to mobilize and demobilize. The Contractor will be responsible for scheduling the timely delivery of aluminum sulfate required to complete the project.
- C. The Contractor is required to provide a schedule for alum application on a per lake basis at the pre-construction meeting. Contractor shall include provision for a minimum of 5 days Notice to Owner in advance of commencement of activities so that aerators and pump stations can be scheduled to be turned off prior to alum injection procedure. This Notice is required on a per lake basis in advance of each application.

#### 1.04 SUBMITTALS

- A. The Contractor shall submit a Spill Prevention Plan to Engineer for review at pre-construction meeting.
- B. The Contractor shall submit certificate(s) indicating all materials meet requirements of these Specifications before treatment occurs. The Contractor shall submit the item, applicable reference specification, class, type, manufacturer, and distributor. The Contractor shall also submit the results of aluminum sulfate lot testing of materials delivered to the site, including an analysis of the metals content of the material, before treatment.

Alternatively, the City of West Palm Beach may furnish Alum for the project. In this case, the Contractor is not required to submit certificates(s) and results of lot testing.

- C. Documentation of chemical distribution system detailing the computer control of chemical pumping rate into the lakes based on application vessel speed, real-time GPS navigation, and bathymetric measurements to ensure **THAT EACH OF THE THREE APPLICATIONS ACHIEVE A DOSE FOR EACH SIGNIFICANT LAKE AS SHOWN IN TABLE 3.4D.1.** The application doses must be applied uniformly within each Significant Lake where water depth is at least two feet.
- D. The Contractor shall submit GPS coordinates and corresponding application rates and amounts of aluminum sulfate applied to each lake following the application. This data shall be collected by the Contractor in real-time during the application and submitted to Engineer on a daily basis.
- E. The Contractor shall submit all daily logs as described in 3.4K. The logs should include hours of operation, the quantity of aluminum applied, the approximate acreage and volume treated, approximate location (on map) of area treated, summary of truck deliveries, explanation of any downtime, and pH monitoring records.
- F. Upon Completion of each Alum Application, and prior to request of Final Payment for each Alum Application, the Contractor shall submit a project log. This log shall include the incremental volumes applied to each lake, the dates of application, and the total volume applied. The logs shall also include a map of the application areas for each lake.

## **1.05 BASIS FOR COMPENSATION**

- A. Compensation for all Work covered under this section of these Specifications shall be on a Unit Price basis for the work items covered included in the Bid Form Section 00300.
- B. All other work necessary for a complete project that is not specifically identified in the Unit Price work line items shall be considered incidental to the other Unit Price work items on this project, and shall be completed at no additional cost to the Owner.

## **PART 2 – PRODUCTS**

### **2.01 ALUMINUM SULFATE**

- A. Liquid aluminum sulfate supplied shall meet the requirements of AWWA B403-88. The liquid aluminum sulfate shall be of commercial grade appropriate for the application with an aluminum content of 4.4% Al<sup>3+</sup> (Aluminum) by weight.
- B. The aluminum sulfate supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on public health or water quality.

## **PART 3 – EXECUTION**

### **3.01 DELIVERY, STORAGE AND HANDLING**

- A. The Contractor will be responsible for all coordination with the aluminum sulfate supplier necessary to insure timely delivery to the project site. The Contractor shall confine all storage of equipment and materials within the Project Limits and otherwise in a safe, secure and environmentally sound manner. Conformance to these requirements shall be determined by the Contractor, subject to disapproval of the Engineer, whose failure to disapprove does not, however, constitute any shift of responsibility to properly handle equipment and materials from Contractor to Engineer or Owner. Tank truck haul routes and site access shall be as directed by Owner. If gradual off-loading is required, the Contractor shall be responsible for all demurrage charges.
- B. The Contractor shall provide notice to Owner of delivery of equipment and materials a minimum of five days prior to the delivery date.

- C. The Contractor shall maintain a copy of the Spill Prevention Plan as required in the Submittals for this Work on site for the duration of the project. The Spill Prevention Plan must include the following:
- A list of on-site responsible personnel.
  - A list of all relevant training for on-site personnel.
  - A list of all contaminants and their volumes that will be present during Work
  - Preventative actions in place on site:
    - Strategies to prevent spills from coming in contact with the public, catch basins, and waterways.
    - Security of chemical tanks and equipment on-site.
    - Provisions for Protection of existing catch basins from entrance of chemicals, loose dirt and construction debris.
  - Action plan in case of spill:
    - List phone and addresses for all local authorities and emergency contacts.
    - Containment and clean up techniques.

### **3.02 UNFAVORABLE TREATMENT CONDITIONS**

- A. The Engineer and the Contractor will be responsible to monitor wind and precipitation in order to make judgments about whether conditions are suitable for application. The ENGINEER MAY PROHIBIT APPLICATION WITH UNFAVORABLE WIND CONDITIONS. The weather station at Bay Hill Estates (KFLWESTP1273) (or acceptable alternative as judged by the Engineer). If data are not available from the Bay Hill Estates weather station, the National Weather Service station at the Palm Beach International Airport KPBI (another acceptable alternative as judged by the Engineer) will be the source of wind speeds and forecast wind speeds.
- B. Application of alum shall not occur if it can be reasonably expected (forecast) that a significant precipitation event (greater than 0.25 inches in 24 hours) shall occur during treatment or begin within 24 hours after treatment completion.
- C. Application of alum shall not occur when wind speeds at the forecast location exceed 10 miles per hour or are forecast to exceed 10 miles per hour within 2 hours of application.
- D. Application of alum shall not occur when wind gusts are forecast to exceed 15 miles per hours within the next 12 hours or 20 miles per hour within the next 24 hours.
- E. The alum application must be completed when the surface temperatures are at least 40°F. Application of alum shall not occur on a given lake if it can be reasonably expected that the surface temperature of that lake will drop below 40° F within 24 hours after treatment application.
- F. The alum application shall not occur if an algae bloom is visible on any Significant Lake. Treatment will not commence until authorized by the Engineer.

### 3.03 LOCATION OF WORK

- A. All Work shall be conducted within the Ibis Lakes community as shown on Figure A.1 of Appendix A.
- B. Project Limits shall be the entire water surface area of the Significant Lakes, launch points and access areas into the Significant Lakes, staging areas as indicated on Figures B.1 and B.2 of Appendix B, and transportation routes between Significant Lakes and the staging areas. The contractor shall not apply aluminum outside the indicated areas in Figures A.2-A.12 of Appendix A.
- C. The staging areas have been selected by the Owner and Engineer and are identified in Figures B.1-B.2 of Appendix B. The Contractor may request consideration of alternate staging area(s) within the Project Limits, however requests must be made a minimum of (14) days prior to the start date of the Project.

### 3.04 ALUM APPLICATION

- A. The Contractor shall be responsible for the purchase, delivery, scheduling, and application of the chemicals including all labor.

Alternatively, the City of West Palm Beach may purchase the Alum material including cost of delivery to the project site. In this case, the Contractor shall be responsible for scheduling the delivery of the Alum material to the project site and for the application of chemicals including all labor.

- B. The Contractor shall be responsible for all staging area setup, security, cleanup, and restoration to its original condition (including asphalt, grading, turf, etc.) following completion of the application. The Contractor shall meet all local and county requirements and take all reasonable steps to minimize impacts on residents and lake users in noise, parking, safety, equipment and supply storage, smells, and general condition of the site. The Contractor will coordinate activities with the Engineer and any required local representatives to ensure that operations conform to the site use agreements and permit requirements, as applicable.
- C. The Contractor shall conduct the alum application utilizing a boat with an Engineer approved subsurface injection system that allows for uniform application of liquid aluminum sulfate at variable boat speeds. The boat position in the lake shall be guided by a satellite guiding system (GPS) with computer integrated depth sonar to continuously adjust the flow of alum, based on changing lake depth and boat speed. Alum application shall be made to each Significant Lake where water depth is at least two feet, at the dose identified in Section 3.4D.
- D. The alum treatment shall be made at a sufficient rate to ensure long term sediment phosphorus inactivation, as determined by the Engineer. Unless advised otherwise by the Engineer, the Contractor shall apply alum to each Significant Lake at the ultimate dose rates in Table 3.4D.1. The ultimate dose rate shall be split equally between the total number of applications in each lake.

Table 3.4D.1: Treatment Doses and Application Doses for Each Significant Lake

Lake #	Full Treatment Dose Rate		Dose Rate per Application	
	Areal Alum Treatment Dose for All Three Applications (gal/acre)	Treatment Volume of Alum to be Applied over All Three Applications (gallons)	Areal Alum Treatment Dose per Application (gal/acre)	Volume of Alum to be Applied per Application (gallons)
Lake 2	1,806	45,758	602	15,253
Lake 4	1,337	6,329	446	2,110
Lake 5	1,691	5,156	564	1,719
Lake 15	1,442	7,325	481	2,442
Lake 17	1,247	9,474	416	3,158
Lake 21	990	23,803	330	7,934
Lake 22	1,260	28,118	420	9,373
Lake 27	983	8,342	328	2,781
Lake 30	1,504	21,799	501	7,266
Lake 31	957	9,346	319	3,115
Lake 33	1,731	55,603	577	18,534
<b>Total</b>		<b>221,055</b>		<b>73,685</b>

- E. The Contractor shall ensure that the alum is evenly distributed throughout the area of each Significant Lake, as shown in Figures A.2-A.12 of Appendix A, where water depth is greater than two feet and that the appropriate dose is applied. The Contractor shall continuously adjust the application rate of the liquid alum based on the speed of the boat and depth of the lake to achieve the effective dose. The Contractor shall maintain records to verify the area of coverage (also see Section 1.4).
- F. The Contractor will continuously monitor the ambient pH in each lake during the alum treatment application at hourly intervals. If at any time during treatment, the depth-averaged ambient pH in the lake falls below 6.5 or increases above 9 S.U., Contractor will stop the treatment. Treatment will not resume until authorized by the Engineer.
- G. The Contractor shall conduct jar tests the morning of alum treatment before treatment begins to evaluate the effects of using the chemicals and lake water present at the time of the treatment. Jar tests must be performed on the lakes receiving alum applications later in the day. It is anticipated that the treatment jar tests will be on 5-20 gallons of lake water and will test only for pH using the prescribed dose of alum. Results of the treatment jar test will be used, if necessary, to adjust the application rate. Results will be shared with the Engineer and approval to proceed or modification jointly agreed upon.
- H. The Engineer estimates that each application will require a total of 73,685 gallons of commercial grade (4.4% Al<sup>3+</sup> Aluminum) liquid aluminum sulfate [Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>] for a single application to all eleven (11) Significant Lakes. It is Contractor's

responsibility to ensure that enough material is available to complete the Work in accordance with the dosing requirements stated herein.

- I. The Contractor shall apply the full chemical allotment of aluminum as defined above. If there is a remaining supply of chemicals after the Contractor has applied the specified volume of alum to each Significant Lake for a specific application, due to changes in lake bathymetry, excess liquid alum shall be uniformly applied to the areas of that lake where the depth is greater than 2 feet. If access to an area of a significant lake designated for treatment, as shown in Appendix A, is prohibited because of a lack of depth or an obstruction, the contractor shall notify the Engineer.
- J. If more than half of the treatment volume remains after the Contractor has applied the specified areal alum treatment dose to the area of a lake where the depth is greater than 2 feet, the Contractor shall consult the Engineer before applying the remaining volumetric dose to that lake.
- K. The Contractor will maintain ongoing access to communication with the Engineer, and will advise the Engineer on an ongoing basis as to application status, lake pH readings, and all other conditions relevant to conditions for alum application and dosing. The Contractor shall keep daily records acceptable to the Engineer and available for review as a basis for and substantiation of payment. Daily logs shall minimally state the following:
  - 1. Hours of aluminum application
  - 2. The quantity of aluminum applied
  - 3. The approximate acreage and volume treated
  - 4. Approximate location (on map) of area treated
  - 5. Summary of truck deliveries
  - 6. Explanation of any downtime
  - 7. pH monitoring records
- L. The Contractor shall comply with all local, county, and state permitting requirements.