



City of Frostproof

Invitation to Bid

Pad-Mounted Standby

Generators Project

Cut along border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID – DO NOT OPEN	
RFP TITLE:	City of Frostproof Pad-Mounted Standby Generators Project
DUE DATE/TIME:	_____, 2024 at 2:00PM
SUBMITTED BY:	_____ Name of Company
DELIVER TO:	City of Frostproof City Clerk's Office 111 W First St. Frostproof, FL 33843

Please Note: From time to time, addenda may be issued to this Invitation to Bid. Any such addenda will be posted on the same website, www.cityoffrostproof.com, from which you obtained this Invitation to Bid. Before submitting your bid, you should check our website to download any addenda that may have been issued.

TABLE OF CONTENTS

City of Frostproof Pad-Mounted Standby Generators Project

DESCRIPTION

00100	INVITATION TO BID
00110	BIDDER INSTRUCTIONS AND GENERAL INFORMATION
00120	SPECIAL CONDITIONS
00310	SIGNATURE ACKNOWLEDGEMENT
00320	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
00400	DRUG FREE WORKPLACE FORM
00500	PERFORMANCE AND PAYMENT BOND
00600	AGREEMENT
00700	INSURANCE SUBMITTAL PAGE
00800	GENERAL CONDITIONS
00850	SPECIAL PROVISIONS
01700	CONTRACT CLOSEOUT

TECHNICAL SPECIFICATIONS

011000	SUMMARY
013000	ADMINISTRATIVE REQUIREMENTS
013216	CONSTRUCTION / INSTALLATION PROGRESS SCHEDULE
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
016000	PRODUCT REQUIREMENTS
017000	EXECUTION AND CLOSEOUT REQUIREMENTS

APPENDIX

CONSTRUCTION DRAWINGS
FORMS – NOTICE TO AWARD, NOTICE TO PROCEED, CHANGE ORDER, APPLICATION FOR
PAYMENT, CERTIFICATE OF SUBSTANTIAL COMPLETION

**SECTION 00100
INVITATION TO BID**

NOTICE IS HEREBY GIVEN that the City of Frostproof is accepting sealed bids for:
City of Frostproof Pad-Mounted Standby Generator Project

At 2:00 P.M., prevailing time, on April 10th, 2024 in the Council Chambers at City Hall 2nd Floor, 111 West First Street Frostproof, Florida, 33843 bids will be opened and read aloud.

An original and three (3) copies of all bids, including all executed documents and needed attachments, shall be placed in a sealed envelope, with label from page 2 of the ITB affixed, and delivered prior to the opening deadline, **2:00 P.M., prevailing time, on April 10th, 2024.** **The deadline for questions is April 3rd, 2023.**

Intent

The City of Frostproof is seeking a qualified Contractor/Contractor/Vendor to deliver, install and provide as-built surveys to the City of Frostproof's Generator Project.

Pre-Bid Meeting

A **Non-Mandatory** Pre-Bid Meeting will be held at **10:00 A.M., on March 21st** in the Council Chambers at City Hall 2nd Floor, 111 West First Street Frostproof, Florida, 33843. Generators Sites inspection will follow the meeting.

Responding to the Invitation to Bid

All persons and firms wishing to submit bids must obtain a complete copy of the Invitation to Bid and submit all required forms as outlined in the solicitation document with their response. Bids and related forms can be accessed on the City's website, www.cityoffrostproof.com or by contacting Asst. Clerk, via email at Clerk@cityoffrostproof.com or by phone 863-635-7854.

Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address:

City of Frostproof City Clerk's Office 111 West 1 st Street Frostproof, FL 33843
--

General Scope of Work:

Provide all labor, materials, apparatus, and all appurtenant work in connection with the construction and installation of two (2) pad-mounted standby generators at the sites designated by the project manager. The generators have been pre-purchased by the City of Frostproof.

Items included, but not limited to:

1. Obtain all necessary permits, drawings, including details and specifications meeting standard codes for obtaining permits for each site
2. Preparation of final as-built surveys. All documents shall be thorough and absent of ambiguities and reviewed with the City.
3. Concrete pad design per manufacturer's recommendation (design to be signed and sealed by a Florida Professional Engineer)
4. Electrical conduit installation
5. Standby generator with integral automatic transfer switch (ATS) installation
6. Concrete saw cutting and repair
7. Landscaping removal/re-installation
8. Electrical modifications, as needed
9. Complete testing of generator and internal ATS operation
 - a. Lift station testing with all loads applied
 - b. ATS testing in all modes

Sites:

1. 56KW pad-mounted standby generator located at the South East corner of the intersection of Lelia St. and Charles St., Frostproof, Florida 33843
2. 30KW pad-mounted standby generator located at the North East side of the intersection of Chesney Blvd. and N. Lake Ready Blvd., Frostproof, Florida 33843

Generators Specifications:

1. Pad-mounted standby generator: TP-56TP-FS Tradewinds Total Pac Generator Set (One-side option)
2. Pad-mounted standby generator: TP-30TP-FS Tradewinds Total Pac Generator Set

Codes and Standards:

All work shall be performed in accordance with, and all materials and equipment shall conform to, the requirements of applicable local codes, ordinances, and regulations and the following codes and standards:

1. National Electric Code (NEC)
2. National Electric Safety Code (NESC)
3. American National Standards Institute (ANSE)
4. National Electrical Manufacturers Association (NEMA)
5. Underwriters' Laboratories (UL)

The work is to be substantially completed within 45 calendar days. Substantial completion is defined as the generators ready and in operation for the beneficial use of the Owner. The date of Final Completion will be 60 days following the date of Substantial. Final Completion shall be defined as completion of all action items developed during the substantial completion inspection by the City's Engineering consultant and Owner. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$300 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$300 per calendar day.

Detailed Scope of Work:

- A. Generators are to be installed with all necessary accessories for its operation including the internal automatic transfer switch (ATS).
- B. Each genset and fuel filler neck will be installed above the 100-year flood plain elevation for each location.

- C. Testing:
 - 1. Voltage setting
 - 2. Verification of shutdowns
 - 3. Concrete pad testing

Selection of Successful Bidder:

The City of Frostproof shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, are not considered **public records** until a decision is announced or 30 days have passed, whichever is earlier. Public records are subject to disclosure to any person, organization, or firm, including other firms responding to this ITB.
2. In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Contractor/Contractor/Vendor list following a conviction for a public entity crime may not submit a bid or bid on a contract to provide any goods or services to a public entity and 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-for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor/Contractor/Vendor list.
3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Frostproof is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. Prospective firms must submit bids strictly in accordance with the specifications outlined in the ITB. Each variance, if any, to the specifications shall be specifically stated in the bid.
6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the Contractor/Contractor/Vendor.
7. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
8. The City reserves the right to reject any or all items if in its sole judgment the item does not meet the needs of the City, or for any reason it deems suitable.
9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this ITB, except as indicated herein. Any attempt to do so, or engage in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the Contractor/Contractor/Vendor from **any** City business.
10. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or bids. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
11. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected Contractor/Contractor/Vendor.

Specific Information and Requirements

1. Answers to questions submitted about this ITB or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.
4. The City will allow the use of **approved** subcontractors or third parties in performing work outlined in this ITB.

Evaluation of Bids

The City of Frostproof shall be the sole judge of the Bid and the resulting agreement that is in its best interest and its decision shall be final. All bid and award procedures undertaken by the City in regard to this project shall be consistent with the City's and the specific grant subsidizing this project's procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

**SECTION 00110
BIDDER INSTRUCTIONS AND GENERAL
INFORMATION**

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE CITY CLERK PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidder not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m. prevailing time, on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call or email the Asst Clerk only for bid results. The bid will become a public record and will be posted to the City of Frostproof website at www.cityoffrostproof.com when a decision is announced or thirty (30) working days after the bid opening date. All public records may be examined during normal working hours by appointment.

4. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Frostproof and as such shall be the sole distributor of all addenda(s) and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder’s risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
7. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly detailed invoice to the City at the prices bid. **An original invoice shall be submitted to the City Manager via Post Office Box #308, or at City Hall 111 West First Street, Frostproof, Florida 33843.** The Contractor/Contractor/Vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved.
8. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, Director or agent who is also an employee of the City. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder’s firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

9. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
10. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the City Clerk or her representative. No other person shall be authorized to make changes verbally or in writing.
11. **LIABILITY:** The Contractor/Contractor/Vendor shall hold and save the City, its elected and appointed officials, agents, and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
12. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
13. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Asst Clerk within 72 working hours of electronic posting of the bid award, unless only one bid was received.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF FROSTPROOF, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

14. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable Considerations, Contractor shall defend (by counsel reasonably acceptable to City), indemnify and hold Harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
15. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted Contractor/Contractor/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 construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform 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 Contractor/Contractor/Vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.

16. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
17. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to any point within the City. Price bid shall be firm for sixty (60) days.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
19. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
20. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
21. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications and/or any supplemental specifications to any details or the omission from any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
22. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the City Clerk at once in writing. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
23. **TOXIC SUBSTANCE:** Notice of successful Contractor/Contractor/Vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the Florida Statutes) if applicable.
 - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importers or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer, or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer, or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.
24. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.

25. **SAMPLES:** Samples of items, when called for or voluntarily provided, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.
26. **PUBLIC RECORDS:** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

GENERAL INFORMATION

1. **DEFINITIONS:** The term “City” means the City of Frostproof, a Florida municipal corporation, and its authorized designees, agents, or employees.
2. **AWARD (S):** The award of this bid shall be based on the evaluation score(s) using the evaluation criteria set forth therein.
3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor/Contractor/Vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
 - **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due therein, are not assignable, except with the prior written approval of the City Clerk.
4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the City Manager shall be final and binding on both parties.
5. **FACILITIES:** The City reserves the right to inspect the bidder’s facilities at any time, with prior notice.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive a written Purchase Order in accordance with the practices of the City.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The City Clerk shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

9. The Asst Clerk reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The Asst Clerk will notify the Contractor/Contractor/Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the City determines that the performance of the Contractor/Contractor/Vendor does not comply with the bid Requirements, the City may:

- Immediately suspend the work; and
 - Notify the Contractor/Contractor/Vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City.
11. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified hereinafter that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (60) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the bid immediately.
12. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Contractor/Contractor/Vendor's bid are based on, are hereby made a part of the purchase order by reference hereto.
13. **ANNUAL APPROPRIATIONS:** The contractor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
14. **INSURANCE REQUIREMENTS:**

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$500,000 each accident, \$1,000,000 per occurrence, \$2,000,000 per aggregate.

Commercial General Liability – Occurrence form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form

property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$500,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance The Contractor/Vendor shall furnish the City of Frostproof with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Frostproof is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Frostproof before the commencement of any work activities.

**SECTION 00120
SPECIAL CONDITIONS**

1. Award of bids will be based on an overall low average of point scores from Contractor/Contractor/Vendors otherwise meeting all Contractor/Contractor/Vendor qualifications and specifications. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.
2. **ANNUAL APPROPRIATIONS:** The Contractor/Contractor/Vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
2. All price bids shall remain unchanged during the period of performance, as specified herein.
4. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
5. Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing. This contract is subject to immediate cancellation by the City for poor service and delivery.
6. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND THREE (3) COPIES.** The **Original** bid submittal(s) shall be submitted on the forms provided by the City. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
7. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at www.cityoffrostproof.com. **It is the sole responsibility of the bidders to check the website or call the City Clerk (863-635-7854) to ensure that all available information has been received prior to submitting a bid.**
8. Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to adhere to the following in preparing their bids:
 - Return only the required bid submittal pages
 - Avoid comb, velo binding, and plastic binders
 - Avoid plastic dividers and/or plastic tabs
 - Use post-consumer recycled content paper to the extent practicable
9. Contractor/Contractor/Vendors must possess either a City Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the State of Florida in order to do business with the City of Frostproof. **A copy of such license must be submitted with your bid submittal.**

Submittal Check List

ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:

1. Itemized Cost and Total Lump Sum Bid and other supporting documentation for evaluation consideration.
2. Copy of business license or tax receipt
3. Contractor/Vendor's application, W-9 and Public Entity Crime Statement
4. Insurance Submittal Page, Certificate of Insurance, Signature Submittal Page, Bid and Addendum Acknowledgement
5. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification
6. Evidence of Florida licensure.
7. A list of at least three government agency references for similar related projects, with appropriate names, titles and phone numbers the City may contact in order to assist in the evaluation of past performance.
8. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.
9. Bid Bond (5%)

LUMP SUM COST BID
ITB – City of Frostproof Pad-Mounted Standby Generators Project

PROPOSED TO: CITY OF FROSTPROOF

The undersigned agrees to provide materials and labor necessary to perform the scope of services described herein at the lump sum cost of:

LUMP SUM BID: \$ _____

WORDS: _____

Work will be Substantially Complete within 45 calendar days from Notice to Proceed.

SUBMITTED BY:

Name of Company

Signature

Printed Name and Title

Date

This Contract is a **LUMP SUM CONTRACT** and Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Total Lump Sum Bid Prices on the line provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the correct total lump sum bid price.

If awarded, the contractor shall provide a detailed schedule of values to the City and Engineering consultant for review and approval for use in monitoring progress of work and approval of pay applications.

BID AND ADDENDUM ACKNOWLEDGMENT

Receipt of Addenda Acknowledgement

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Bid Acknowledgement

This acknowledgment shall be signed, in blue ink, by a corporate officer, partner, or proprietor:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to adhere to all conditions of this bid and certify that I have read and understand the solicitation documents in their entirety. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Bidder.

Authorized Signature _____
Date

Name of Authorized Person: _____

Title / Position of Authorized Person: _____

SECTION 00310
SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To The City of Frostproof, a Florida municipal corporation:

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bid documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

CONTRACTOR/CONTRACTOR/VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

Any other Government Agency may use this bid. YES NO N/A

A City check will be accepted as method of payment. YES NO

NOTE: If Bidder checks "yes" above, Bidder agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this bid.

SECTION 00320
NON-COLLUSIOIN AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of _____

County of _____

_____ Being first Duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its elected and appointed officials, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bids are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires: _____

SECTION 00400
DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned Contractor/Contractor/Vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

SECTION 00500
PERFORMANCE AND PAYMENT
BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

END OF SECTION

**SECTION 00600
(DRAFT) AGREEMENT**

This Agreement made this ____ day of _____, ____ by and between The City of Frostproof hereinafter called "Owner", and _____ doing business as a corporation hereinafter call "Contractor", for the Generator Project as described in these Procurement Documents and Specifications provided by Owner.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for delivery of equipment, installation, and completion of the work described in the Contract Documents and comply with the terms therein for the sum of \$_____ as detailed in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed for the proposed work and will achieve Substantial Completion (**operational**) within 45 calendar days. Substantial Completion is defined as the new system is ready for beneficial use by the Owner. The date of Final Completion will be 60 days following the date of Substantial Completion. Final Completion shall be defined as completion of all action items developed during the substantial completion inspection by the Engineering consultant and Owner. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$300 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$300 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 95% (ninety five percent) of the value of work completed, and may include 95% (ninety five percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made.
7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final

payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:
 - A. Invitation For Bids
 - B. Bid
 - C. Bid Bond
 - D. Agreement
 - E. Performance and Payment Bond
 - F. Certificate of Insurance
 - G. General Conditions
 - H. Special Provisions
 - I. Notice Of Award
 - J. Notice To Proceed
 - K. Change Order Form
 - L. Application For Payment Form
 - M. Certificate of Substantial Completion
 - N. Release of Lien Forms
 - O. Drawings and Technical Specifications prepared by Kimley-Horn & Associates, Inc.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods, and safety are exclusively the responsibility of the Contractor and not the Engineering consultant or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
12. The Contractor shall indemnify and save harmless The City of Frostproof, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents. Nothing contained herein

shall be construed as a waiver of the City's sovereign immunity. This indemnification clause shall survive the termination of this agreement.

13. Public Records.

- A. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the City for refusal by Contractor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the City within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
 - (2) Upon request from the City's custodian of public records, Contractor shall provide the City 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.
 - (3) Contractor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - (4) Upon completion of the Agreement, Contractor shall transfer, at no cost to City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the services under this Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

- 14. This Agreement and the Contract Documents shall be governed by the law of the State of Florida. Venue for any dispute before a court of law shall be in state court, in Polk County, Florida. The

parties agree to waive any right to trial by jury, and Contractor waives any right to litigate in federal court including the basis of diversity jurisdiction.

15. No provision, requirement, default, or breach of this Agreement may be waived by either party except in writing, except that Contractor's claims for extra compensation, arising from changes in the Work or other causes, shall be waived unless written claim is made therefor within twenty (20) days of the event on which such claim is based.
16. All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing with the article or section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement and should not be used in construing this Agreement. Terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.
17. In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State government agency having jurisdiction over the subject matter of this Agreement, and the remaining provisions and applications in the Agreement can be given effect without the invalid provision, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.
18. This Agreement will be effective on the date fully executed by both parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

BY: _____
NAME: _____
Please Type/Print

TITLE: _____
DATE: _____

ATTEST:

NAME: _____
Please Type/Print

TITLE: _____

CONTRACTOR: _____
BY: _____
NAME: _____
Please Type/Print

ADDRESS: _____

DATE: _____

ATTEST:

NAME: _____
Please Type/Print

TITLE: _____

SECTION 00700
INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in ITB.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Company Name

Bidder (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or 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.

In any and all claims against the City, or any of its elected and appointed officials, directors, agents, or employees by any employee of the 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, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

ATTEST: _____
Corporate Secretary or Witness

DATE: _____

Organization Phone Number

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2022 by _____, of _____, He/She is personally known to me or has produced _____ as Identification and did _____/did not _____ take an oath.

Notary Seal

Signature of Person Taking Acknowledgment

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

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

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

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those elected or appointed officials, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those elected and appointed officials, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

____ Neither the entity submitting this sworn statement, nor any of its elected and appointed officials, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its elected and appointed officials, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its elected and appointed officials, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor/Contractor/Vendor list. [attached is a copy of the final order]

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

[signature]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____
by _____ who is personally known to me and who did ___ did not ___
take an oath.

Notary Public

Notary Seal

**SECTION 00800
GENERAL CONDITIONS**

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
1.0	GENERAL	35
2.0	DEFINITIONS	35
3.0	SUPERVISION AND INSPECTION	37
4.0	SUPERINTENDENCE - SUPERVISION	38
5.0	TESTING	38
6.0	SURVEY	38
7.0	DRAWINGS AND SPECIFICATIONS	39
8.0	SHOP DRAWINGS	39
9.0	MATERIALS, SERVICES, AND FACILITIES	39
10.0	SUBSTITUTIONS	40
11.0	COMPLIANCE WITH STATUTES	40
12.0	PROTECTION OF WORK, PROPERTY, AND PERSONS	40
13.0	CHANGES IN THE WORK	41
14.0	CHANGES IN CONTRACT PRICE	41
15.0	TIME FOR COMPLETION AND LIQUIDATED DAMAGES	42
16.0	CORRECTION OF WORK	42
17.0	SUB-SURFACE DATA	42
18.0	SUSPENSION OF WORK, TERMINATION AND DELAY	44
19.0	PAYMENTS TO THE CONTRACTOR	45
20.0	LIENS AND FINAL PAYMENT	46
21.0	ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE	46
22.0	INSURANCE	48
23.0	CONTRACT SECURITY	48

1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the plans and specifications, designate liabilities and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The subcontractor shall be supplied with a copy of these general conditions and no arrangements with the subcontractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2.0 DEFINITIONS

- A. **ADDENDA** – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. **BID** – The offer or bid of the BIDDER submitted on the prescribed form setting forth the price for the WORK to be performed.
- C. **BIDDER** – Any person, firm, or corporation submitting a BID for the WORK.
- D. **BONDS** – Bid, Performance-Payment Bond, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- E. **CHANGE ORDER** – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- F. **CONTRACT DOCUMENTS** – The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Performance Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- G. **CONTRACT PRICE** – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- H. **CONTRACT TIME** – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- I. **CONTRACTOR** – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- J. **DRAWINGS** – The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

- K. ENGINEER – The person, firm, or corporation designated by the Owner as consultant, who shall represent the Owner in the inspection, monitoring, and administration of the work. The word Engineer shall include officers, agents and employees of the Engineer.
- L. FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- M. NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- N. NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- O. OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- P. PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- Q. SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- R. SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- S. 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.
- T. SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- U. WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- V. WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

3.0 SUPERVISION AND INSPECTION

The supervision by the Engineer of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Engineer is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Engineer to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

It is mutually agreed that the Engineer shall decide all questions, difficulties, and disputes of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of this contract, and as to type, quantity and value of any work done, the materials furnished under or by means of this contract; and their estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

The Engineers and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Engineer's instruction, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply.

All work done and materials furnished shall be subject at all times to inspection by the Engineer and any part condemned by them shall be, as soon as possible, removed and replaced at the Contractor's expense. If the Contractor refuses to replace or delays an unwarranted length of time in replacing such condemned work, the Engineer may stop the Contractor and the work, and all expenses pertaining thereto shall be deducted from the amount due, or to become due to the Contractor from the Owner.

Inspectors may be appointed to see that instructions of the Engineer are carried out and that the plans and specifications are so complied with. The Engineer shall not be barred from re-inspecting at any time, work passed on by the inspector, and making additional rejections for causes which may have been existent but not formerly apparent.

If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of uncovering and replacement. If said work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost.

4.0 SUPERINTENDENCE - SUPERVISION

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Engineer's satisfaction.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery shall be done at the Contractor's risk.

5.0 TESTING

Unless specified otherwise the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred by that testing laboratory. The Contractor shall pay the cost for any re-tests due to failures. The Contractor shall be responsible for causing to be performed all tests required in the specifications, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the Engineer at least 48 hours in advance of any testing which he has scheduled so that the Engineer may witness the test or the taking of test samples. The Engineer may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses. The Contractor shall cause the Owner to be furnished with all certified test reports which verify satisfactory completion of the work.

6.0 SURVEY

From the Survey provided by Leading Edge Land Services Inc., unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. The Engineer shall have such monuments restored and/or replaced by approved and qualified personnel, at the Contractor's expense. Sufficient monies will be withheld from payments to the Contractor to pay these costs. If the work requires the relocation or movement of such a monument, the Contractor shall notify the Engineer of such requirements, and the Contractor shall reference and re-set any monuments at no cost to the Owner.

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the bench marks, grade, dimensions, points and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the Contractor. The work may

be checked by the Engineer and, in the event of discrepancy, his decision shall be final.

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

7.0 DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in Accordance with the contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use by the Owner. In case of conflict between the Drawing and Specifications, the Drawings shall govern. Figure dimensions on Drawings shall govern over scaled dimensions.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Contractor shall be furnished three (3) copies of the plans and specifications upon notice to begin work. Should the Contractor desire more than three (3) sets of these plans, he may obtain these by paying the cost of reproduction. The Contractor shall keep one (1) copy of all drawings and specifications at the site in good order, available to the Engineer and his representatives.

8.0 SHOP DRAWINGS

The Contractor shall promptly submit electronic copies of all shop drawings and schedule required for the work of the various trades and the Engineer shall pass upon them with reasonable promptness making any desired corrections that are necessary in order to meet the intent of the plans and specifications. The Contractor shall make any corrections required by the Engineer, file with him and furnish revised electronic copies. The Engineer's approval of such drawings or schedules shall not relieve the Contractor of his responsibility for deviation from drawings or specifications unless he has called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the shop drawings or schedules.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

9.0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

10.0 SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

11.0 COMPLIANCE WITH STATUTES

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

12.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.

The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone 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 the Contract.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer promptly, written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

13.0 CHANGES IN THE WORK

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for additions to the contract sum shall be valid unless so ordered.

14.0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Engineer and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by

Change Order as discussed above.

If the Contractor claims that any instruction or drawings or otherwise involve extra cost under this contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- A. To any preference, priority, or allocation under duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

16.0 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17.0 SUB-SURFACE DATA

All sub-surface data shown on the plans, such as; ground water elevation, soil conditions, underground structure locations, sewer lines, water lines, telephone cables, conduit, electric cables, and etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer.

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

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

- A. Sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed, unless the required Written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18.0 SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the Contractor substantially the sum approved by the Engineer, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer, stop the Work until paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result

of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

19.0 PAYMENTS TO THE CONTRACTOR

If a pay request is submitted by the Contractor no later than the 1st day of each calendar month, then no later than the 30th day of each calendar month, the Owner will make partial payments to the Contractor on the basis of a certified estimate of the work performed during the preceding calendar month by the Contractor. Upon such estimate being made and certified by the Engineer and approved by the Owner, the Owner will pay to the Contractor ninety (90) percent of the amount established in such an estimate as the value of the work completed. Such payment shall be considered, however, only as an advance payment and not as part of the final payment to the Contractor.

All payment requests for materials and Work requiring testing shall be accompanied by certified test reports which must be approved by the Engineer as being in compliance with the Specifications before payment will be authorized.

Materials in reasonable quantities which are delivered for incorporation in the work but not yet so used may be included on monthly estimates for payment. The Contractor shall submit with the monthly estimate to reflect the unincorporated material an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the structure or project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved. It is understood and agreed that should the Owner at any time during the progress of the work consider the amount withheld on monthly estimates for payment to be in excess of the amount necessary to complete the work or necessary for the full and ample protection of the Owner, then the Owner, with the written consent of the Contractor's Surety, may reduce the percentage retained to an amount sufficient for the Owner's proper protection.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.

- B. Claims filed or reasonable evidence indicting probable filing of claims.
- C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
- G. Insolvency of Contractor.
- H. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

20.0 LIENS AND FINAL PAYMENT

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which alien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs including administrative costs and a reasonable attorney's fee.

The final payment shall not become due and payable until the Contractor shall have furnished the Owner with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contractor have been paid, and until the Contractor shall have furnished a written statement to such effect executed by the Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate, shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds. Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be made, or a partial payment to be made, from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments of other Contractors or Subcontractors on the Project. In such cases, the Contractor and Sureties shall provide the evidences and statements required under this paragraph, but shall itemize the claims which remain unsatisfied, giving the reason therefore, and the statements of the Surety Companies shall provide that the final payment or partial payment, as the case may be, shall not relieve any Surety of any obligations to the Owner, as set forth in the Surety Bonds. If only partial payment is permitted under this paragraph from the retained percentage, the final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid and that payment to the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the contractor have been paid and that payment to the Contractor of the Contract balance shall not relieve the Surety of any of its obligations to the Owner as provided in the Surety's Bond.

21.0 ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE

Following the completion of this contract, as such completion is defined in the specifications and

as soon thereafter as practicable, the Owner, his representative or the Engineer will inspect the work and the Engineer will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the Owner, upon notice of completion from the Engineer, and within thirty-six (36) days after the final estimate of work is made and certified by the Engineer as correct and unpaid and is approved, will pay to the Contractor the full value of the work done under this Contract, less any amounts previously paid and less any advances whatsoever, and the Owner will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of one (1) year following the date of acceptance as herein required. In the event the Owner refuses or declines to certify the work as completed and accepted and make final payment therefore within thirty-six (36) days after notice and certification from the Engineer as provided for herein, the Owner shall immediately set forth in writing to the Contractor and the Engineer the reasons for such non-acceptance of the Work. After all valid reasons for non-acceptance have been removed, the Owner shall execute the final certificate of completion and acceptance and shall make final payment hereunder.

All prior estimates and payments, including those relating the extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in contract performance for a period of one (1) year following the date of acceptance of the Work by the Owner.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be released to the Owner and to the Engineer and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the Work, or for any act of neglect of the Owner or the Engineer or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the contract.

As soon as is practical after twelve (12) months have elapsed from the date of completion as herein defined, and as certified by the Engineer, the Owner shall make a review and re-inspection of the Work and performance of this Contract, or cause the same to be made. If the said performance and work shall be found satisfactory and the work not to have deteriorated through defects in workmanship or materials, the Owner shall certify the release of the surety on the bond for performance of contract. If however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the Owner, then the Owner may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the Owner and the payment of claims for material and labor and other expense as provided in such procedures, shall be a prerequisite to the release of the surety on the Bond for Performance of Contract. Within thirteen (13) months after the date of acceptance of the work, or as soon thereafter as practical, as herein before provided, following a re-inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the Owner in the re-inspection shall have been made, the Owner will in writing finally release the Contractor, his sureties and all parties hereunder.

22.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability Insurance as hereinafter specified.

23.0 CONTRACT SECURITY

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

**SECTION 00850
SPECIAL PROVISIONS**

PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, in the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the Contractor shall contact the Owner immediately.

1.01 CONSTRUCTION STAKEOUT

Base lines and benchmarks shall be established by the project surveyor for the Contractor's use. The Contractor will be responsible for performing construction stakeout.

1.02 INSPECTION AND TESTING:

A. GENERAL –The Owner or representative inspector shall provide periodic construction observation.

During construction and at the time periodic inspections are required, the Owner shall be notified by telephone at least forty-eight (48) hours in advance of all required system tests.

The Owner, or authorized representative shall be present to observe and witness each test, unless agreed otherwise ahead of time.

In case of dispute between the Contractor and the Owner regarding the quality of the construction or interpretation of these standards, the matter shall be referred to the Engineering consultant for resolution and the decision of the Owner shall govern both parties.

B. INSPECTIONS – Construction/Installation inspections will periodically be conducted by the Owner or an authorized representative. The Contractor shall complete each specified item of work listed below which pertains to the project and notify the Engineering consultant or his representative at least forty-eight (48) hours in advance of a request for inspection. The Contractor's project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

1. *(need to be filled out – what type of inspections are mandatory?)*
2. *(need to be filled out – what type of inspections are mandatory?)*
3. When all construction is completed. The Contractor, Inspector and Owner shall prepare a punch list indicating any unfinished items at this time. If any assistance is needed, the Engineering consultant will assist the Owner.
4. Final Inspection – Final inspection will be conducted to the satisfaction of the Owner.

All inspections shall be conducted and approved by the Engineering consultant or his representative prior to approval of the payment request for the item of work.

1.03 LEGAL REQUIREMENTS:

The Contractor's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The Contractor shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The Contractor shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.04 TRAFFIC MAINTENANCE:

The Contractor shall be responsible for Maintenance of Traffic. Traffic Maintenance shall be in conformance with the Manual of Traffic Control and Safe Practices of the Florida Department of Transportation. The Public shall, at all times, be protected by barricades, flashers, and other safety devices.

1.05 PRIVATE PROPERTY PROTECTION:

The Contractor shall not trespass onto private property outside of the right-of-way and easements without the written permission of the individual property owner. The Contractor shall be solely responsible for any claims that may arise out of damage to private property resulting from trespass onto private property. The Contractor shall promptly settle all such claims without delay.

1.06 AS-BUILTS

The Contractor shall be responsible to provide as-builts to the Owner at the time of project completion.

Final as-built information shall be prepared by a Florida Licensed Surveyor or Engineer. As-built information must be submitted prior to final pay request approval.

It is the Surveyor's responsibility to determine the type of survey required based upon actual site activity and construction / installation.

SECTION 01700
CONTRACT CLOSEOUT
PART 1 – GENERAL

1.04 REQUIREMENTS INCLUDED

Comply with requirements stated in General Conditions and in Specifications for administrative procedures in closing out the Work.

1.05 SUBSTANTIAL COMPLETION:

- A. When Contractor considers the Work is substantially complete, he shall submit to the Owner:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Owner will make an inspection to determine the status of completion.
- C. Should the Owner determine that the Work is not substantially complete:
 - 1. The Owner will promptly notify the Contractor, in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice to substantial completion to the Owner. Owner shall submit it to the Engineering consultant, if needed.
 - 3. The Owner will re-inspect the Work.
- D. When the Owner finds that the Work is substantially complete, the Contractor will:
 - 1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 - 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Owner and Engineering consultant considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.06 FINAL INSPECTION:

- A. When Contractor considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in accordance with Contract Documents.
 - 3. Work has been completed with the list of items to be corrected.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final inspection.

- B. If requested by the Owner, the Engineering consultant will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineering consultant consider that the Work is incomplete or defective:
 - 1. The Engineering consultant will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineering consultant that the Work is complete.
 - 3. The Engineering consultant will re-inspect the Work
- D. When the Engineering consultant finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.07 RE-INSPECTION FEES:

Should the Engineering consultant have to perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

- 1. Owner will compensate the Engineering consultant for such additional services.
- 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel.
- D. Warranties and Bonds.
- E. Spare Parts and Maintenance Materials.
- F. Evidence of Payment and Release of Liens.
- G. Certificate of Insurance for Products and Completed Operations.
- H. Contractor's Final Affidavit.
- I. Lien Waivers from Subcontractors and Suppliers.

1.09 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Owner.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Deductions for uncorrected Work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages

- f. Deductions for re-inspection payments
 - g. Other adjustments
- 3. Total Contract Sum, as adjusted.
- 4. Previous payments.
- 5. Adjustment in Contract Time.
- 6. Sum remaining due.
- C. Owner will prepare a final Change Order, reflecting approved adjustment to the Contract Sum, which were not previously made by Change Orders.

1.10 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirement stated in the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



**CITY OF FROSTPROOF
PAD-MOUNTED STANDBY
GENERATORS PROJECT**

Technical Specifications

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work specified herein shall include installation of two (2) pad mounted generators and associated piping, concrete pad, conduit, and electrical modifications in the City of Frostproof, City Limits or Service Area, as well as all modifications necessary for the completion of construction.
- B. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.
 - 3. Owner-furnished products.
 - 4. Contractor's use of Site and premises.
 - 5. Future work.
 - 6. Work sequence.
 - 7. Owner occupancy.
 - 8. Permits.
 - 9. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes construction of two (2) pad mounted generators and associated piping, concrete pad, and electrical modifications.
- B. Perform Work of each Contract under provisions of the Contract with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

- A. If work performed by the Owner or under Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.
- B. Coordinate Work with utilities of Owner and public or private agencies.
- C. Work under this Contract includes:
 - 1. Work as indicated on Drawings and defined herein.
- D. Items noted NIC (Not in Contract), will be furnished and installed by Owner.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of Site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Work by Others as directed by the Owner.
 - 4. Use of Site and premises by the public as directed by the Owner.

- B. Construction Operations: Limited to areas indicated on Drawings or as described herein.
 - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing buildings during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.

- C. Time Restrictions for Performing Work:
 - 1. Working Hours shall be in accordance with the General Conditions.
 - 2. Some Work including, but not limited to, abandonments existing piping systems, as well as connections, replacements, extensions thereto and thereof may necessitate work being done after or before normal work hours, said decision resting solely with the Engineer.
 - a. Normally such extended hours will be required only to maintain service to existing customers or to minimize inconvenience to those customers or members of the public.
 - b. This shall be considered incidental to the construction and no additional compensation shall be allowed therefore.

- D. Utility Outages and Shutdown:
 - 1. Coordinate and schedule electrical and other utility outages with Owner.
 - 2. Outages: Allowed only at previously agreed upon times.
 - 3. At least one week before scheduled outage, submit Outage Request Plan to Owner itemizing the dates, times, and duration of each requested outage.

- E. Sound Level Restrictions: Sound pressure level measured at boundary of Site shall not exceed 40 dBA.

1.5 WORK SEQUENCE

- A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner.

- B. Sequencing of Construction Plan: Before start of construction, submit three (3) hard copies and one (1) electronic copy of construction plan regarding phasing of all Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.6 OWNER OCCUPANCY

- A. Owner will occupy Site for conduct of normal operations.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.7 PERMITS

- A. The Contractor shall apply for and obtain all permits to construct the generators.
- B. Work within City Rights-of-Way:
 - 1. All work in City rights-of-way or property shall be in full compliance with all requirements of the permit, current service area agreement and to the satisfaction of the City of Frostproof. Work within the rights-of-way of public thoroughfares which are not under the jurisdiction of the City shall conform to the requirements of the agency having jurisdiction. Installation shall include all the required work and necessary signs to provide the required traffic control, detours, and any other work to maintain traffic.
 - 2. The Contractor shall notify the City of Frostproof Public Works Department and City Engineer's Office at least 24 hours prior to commencing work within the City rights-of-way and shall pay for any additional tests that the City may require.
 - 3. In the event of conflict between the requirements of these Specifications and Details and those of the City of Frostproof, the more stringent requirements as determined by the Engineer, shall govern.
 - 4. The costs of any and all items of work required by the City of Frostproof, payment for which is not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefore.
 - 5. The Contractor shall furnish copies of written approval or acceptance of the work by the City of Frostproof to the Engineer along with the particular Periodic Estimate for Partial Payment on which payment for the work is requested. Final approval of the Project will not be issued until such approval has been furnished.

1.8 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Preinstallation meetings.
- E. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with existing utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- E. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

- F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Per General Conditions.
- C. Minimum Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 3. Designation of personnel representing parties in Contract.
 - 4. Communication procedures.
 - 5. Procedures and processing of requests for interpretations, field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Critical Work sequencing.
 - 8. Status of required permits.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.

10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

- E. Contractor: Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer five (5) days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
1. Review conditions of installation, preparation, and installation procedures.
 2. Review coordination with related Work.
- E. Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

1.6 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer five (5) days in advance of meeting date.
- D. Minimum Agenda:
1. Start-up of facilities and systems.
 2. Operations and maintenance manuals.
 3. Testing, adjusting, and balancing.
 4. System demonstration and observation.
 5. Operation and maintenance instructions for Owner's personnel.
 6. Contractor's inspection of Work.
 7. Contractor's preparation of an initial "punch list."
 8. Procedure to request Engineer inspection to determine date of Substantial Completion.
 9. Completion time for correcting deficiencies.
 10. Inspections by authorities having jurisdiction.

11. Certificate of Occupancy, if required, and transfer of insurance responsibilities.
12. Final cleaning.
13. Preparation for final inspection.
14. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
15. Final Application for Payment.
16. Contractor's demobilization of Site.
17. Maintenance.

- E. Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Bar chart schedules.
- C. Review and evaluation.
- D. Updating schedules.
- E. Distribution.

1.2 SUBMITTALS

- A. Submit preliminary progress schedule in accordance with the General Conditions.
- B. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five (5) working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.

1.3 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.

3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

B. Sheet Size: 11 inches high x 17 inches wide.

1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within five (5) days.

1.5 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.6 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Manufacturer's field reports.
- N. Erection Drawings.
- O. Construction photographs.
- P. Contractor review.
- Q. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.
- B. In addition to the specified number of hard copies, one (1) electronic copy of each submittal shall be transmitted to the Engineer. The electronic copy shall be in Portable Document Format (.pdf) unless otherwise specified.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- E. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Engineer. Coordinate submission of related items.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with General Conditions and Section 01 32 16 - Construction Progress Schedule.

1.5 PROPOSED PRODUCT LIST

- A. Within fifteen (15) days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three (3) copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a Professional Engineer licensed in the State of Florida responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 1. Submit to Engineer for aesthetic, color, and finish selection.
 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one (1) Sample.

- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.

- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within five (5) days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.16 CONSTRUCTION DRONE PHOTOGRAPHS OR VIDEO

- A. Provide Drone photographs or video of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Engineer.
- B. Each month submit Drone photographs with Application for Payment.
- C. The quantity of photographs taken shall be sufficient to document progress of Work.
- D. Digital Images: Deliver complete set of digital image electronic files via Email to Owner and Engineer with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Format approved by owner.
 - 2. Date and Time: Include date and time in filename for each image.

1.17 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor shall be Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.

2. Determination and verification of field measurements and field construction criteria.
 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 4. Determination of accuracy and completeness of dimensions and quantities.
 5. Confirmation and coordination of dimensions and field conditions at Site.
 6. Construction means, techniques, sequences, and procedures.
 7. Safety precautions.
 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.18 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Contractor shall employ and pay for specified services of an independent firm to perform all testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- D. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer.
- H. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two (2) copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.

- J. Limits on Testing Authority:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency or laboratory may not approve or accept any portion of the Work.
 - 3. Agency or laboratory may not assume duties of Contractor.
 - 4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, and commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer thirty (30) days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 - PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

- B. Cord and Plug: Furnish minimum 6-foot long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Project record documents.
- F. Operation and maintenance data.
- G. Manual for materials and finishes.
- H. Manual for equipment and systems.
- I. Spare parts and maintenance products.
- J. Product warranties and product bonds.
- K. Examination.
- L. Preparation.
- M. Execution.
- N. Cutting and patching.
- O. Protecting installed construction.
- P. Final cleaning.

1.2 FIELD ENGINEERING

- A. Employ land surveyor registered in State of Florida and acceptable to Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey is indicated on Drawings.

- D. Prior to beginning Work, verify and establish floor elevations of existing facilities to ensure that new Work will meet existing elevations in smooth and level alignment except where specifically detailed or indicated otherwise.
- E. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- F. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- G. Submit copy of Site drawing and certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- H. Maintain complete and accurate log of control and survey Work as Work progresses.
- I. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- J. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- L. Final Survey: Prior to Substantial Completion, prepare final survey illustrating locations, dimensions, angles, and elevations of all Work including monitoring well survey data requirements and the relationship to permanent bench marks and property lines.
 - 1. All elevations shall be referenced to N.A.V.D 88.
 - 2. All drawings shall have their boundaries tied into the City of Frostproof GPS horizontal control network with a minimum of two corners at each end of one boundary line identified by state plane coordinates.
 - 3. Include certification, signed by surveyor, that the survey meets State of Florida applicable standards of practice for As-Built/Record Surveys.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for

- being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Within seven (7) days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims.
 - f. Contractor affidavit of release of liens.
 - g. Consent of surety to final payment.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within seven (7) days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Engineer seven (7) days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.

- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two (2) weeks prior to date of Substantial Completion.
- B. Demonstrate Project equipment and instruct in classroom environment at a location determined by the Owner and instructed by authorized manufacturer's representative who is knowledgeable about the Project.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. As-Built Drawings:
 - 1. As-Built Drawings, provided in AutoCAD and PDF via email, shall be prepared, signed, and sealed by a Professional Mapper and Surveyor (PMS), licensed to practice in the State of Florida. If the project was designed by an Engineer hired by the Developer.
 - 2. The following information is required on all As-Built Drawings. The Contractor shall note that additional information may be required by the Engineer when deemed necessary.
 - a. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and Change Orders.
 - b. Unless otherwise specified, the original construction plans, with as-built information shown, will be accepted for those projects contracted by the City.
 - c. The drawings shall be revised (redrawn) to scale to indicate final as-built data (true to scale) and in accordance to all construction changes. Only changing a station and off-set note or just adding notes is not acceptable for horizontal changes. In making changes to the drawings, utility lines or other features to be changed shall be erased before new lines are drawn, notations to be changed shall be reworded as required.
 - d. Items that were not installed as shown shall be so indicated by placing a "revision cloud" around the as-built information and a note shall be placed on the sheet near the lower right-hand corner in bold marking indicating that the information contained within the cloud is as-built. The as-built date shall also be shown.
 - e. Items that were constructed exactly per plan shall be shown by placing an asterisk adjacent to the as-built information indicating that it was built per plan with no changes.
 - 3. Procedure for Submitting As-Built Drawings:
 - a. Original Submittal: Three (3) copies of all required As-Built materials, including Valve Tie Sheets, shall be submitted to the Engineer. No originals or certified copies shall be submitted in the Original Submittal. Submittals must be furnished with a cover sheet or letter of transmittal. As-Built submitted without cover sheets will not be accepted. In lieu of paper submittals, As-Built can be submitted electronically until the final submittal.
 - b. As-Built Review: The Original Submittal shall be reviewed for content and compliance to the specified requirements. If the As-Built are found to be

incomplete, one set will be returned with comments marked in red. The Contractor shall correct the As-Builts as indicated.

- c. Resubmittal: After corrections, additions, or deletions are complete, the As-Builts shall be resubmitted. Three (3) sets of those items that were returned for corrections along with the red lined set shall be resubmitted. Resubmittal without the red lined set will be refused. No resubmittals will be accepted without a cover sheet. No originals or certified copies shall be submitted with the Resubmittal.
- d. Final Submittal: After all As-Builts have been reviewed and comply with all specified requirements, the Engineer shall notify the Contractor to submit final As-Builts. Final As-Builts shall include a cover letter, two copies of the As-Builts signed, sealed and dated by a professional mapper and surveyor, and one electronic file with one reproducible original. The Final Submittal shall also include As-Built Drawings in AutoCAD .dwg format. The Contractor shall verify the version of AutoCAD utilized by the Owner to prevent file compatibility issues.

1.7 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.

- e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Safety precautions to be taken when operating and maintaining or working near equipment.
3. Part 3: Project documents and certificates, including the following:
- a. Shop Drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photo copies of warranties.

1.8 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one (1) copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy to be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten (10) days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten (10) days after final inspection.
- F. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.
- G. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- H. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- I. Additional Requirements: As specified in individual product Specification Sections.
- J. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.9 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one (1) copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten (10) days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten (10) days after final inspection.
- F. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- H. Include color-coded wiring diagrams as installed.
- I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- K. Include servicing and lubrication schedule and list of lubricants required.
- L. Include manufacturer's printed operation and maintenance instructions.
- M. Include sequence of operation by controls manufacturer.
- N. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- O. Include control diagrams by controls manufacturer as installed.
- P. Include Contractor's coordination drawings with color-coded piping diagrams as installed.

- Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- R. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- S. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- T. Additional Requirements: As specified in individual product Specification Sections.
- U. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

1.11 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten (10) days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
 - 2. Make other submittals within ten (10) days after date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten (10) days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.

2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and movement of structures.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
1. Refer questionable mounting heights choices to Engineer for final decision.
 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight-exposed elements.
 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and nonconforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel or professional cleaning firm.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- D. Replace filters of operating equipment.
- E. Clean debris from drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

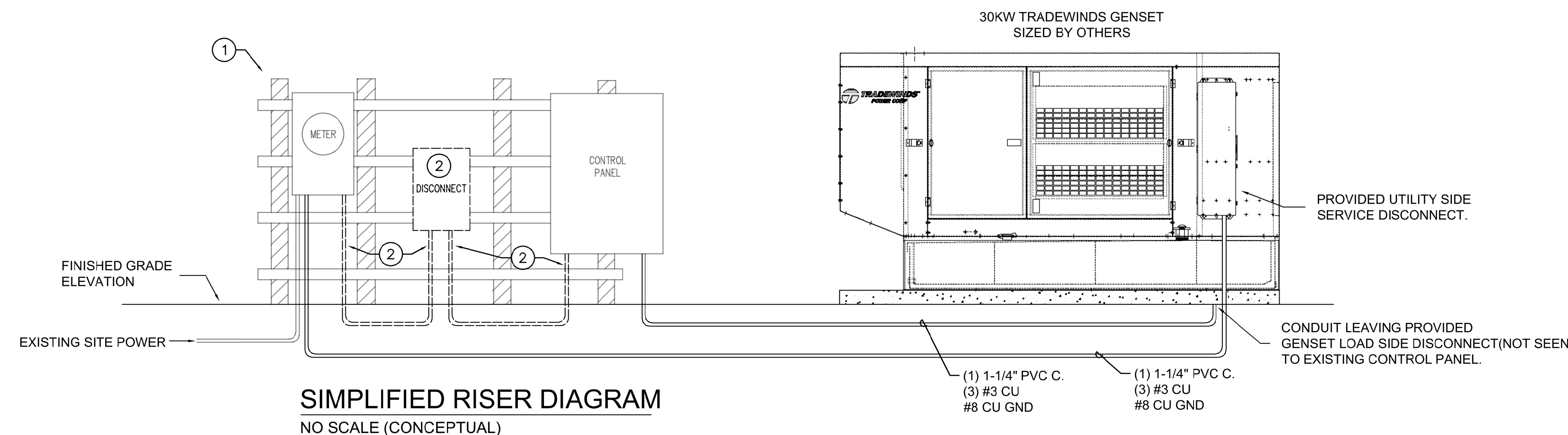
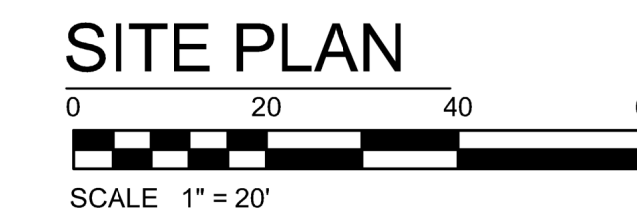
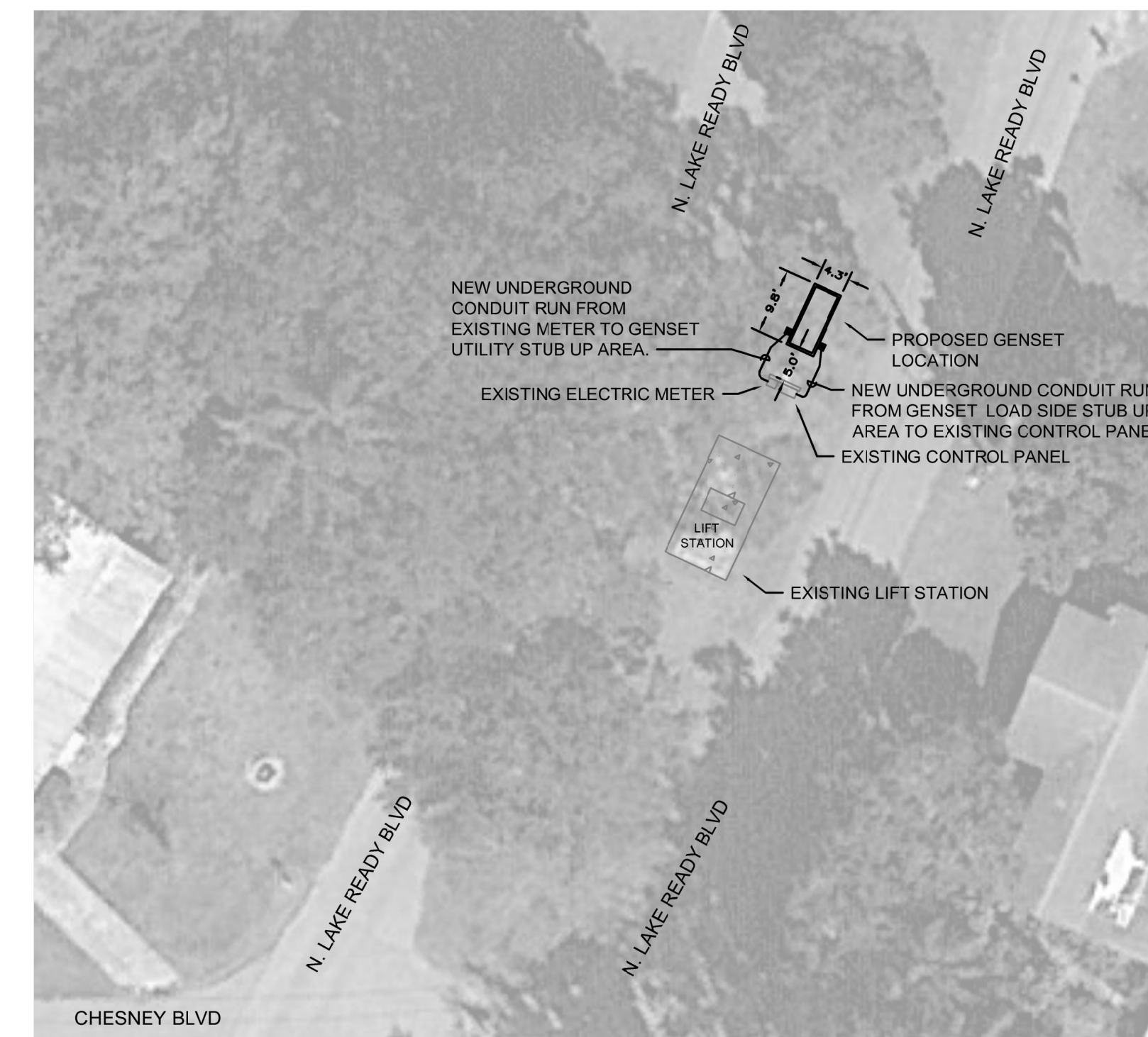
END OF SECTION

GENERAL ELECTRICAL NOTES

- CONTRACTOR SHALL BE FULLY INFORMED OF ALL EXISTING CONDITIONS THAT AFFECT THE WORK AND COST OF THE INTENDED WORK. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND EXAMINE THE DRAWINGS AS THEY RELATE TO SITE CONDITIONS. BIDDERS WHO DO NOT VISIT THE SITE MAY BE UNILATERALLY NOT PERMITTED TO SUBMIT A BID IF THE OWNER SO DECIDES.
- EXISTING LOCATIONS AND CONDITIONS OF ELECTRICAL EQUIPMENT SHOWN ON DRAWINGS HAVE BEEN OBTAINED FROM IMAGES AND RECORD DRAWINGS TO INDICATE A CLOSE REPRESENTATION AS TO EXISTING SITE CONDITIONS. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDS AND VERIFY THE ITEMS SHOWN AS WELL AS EXISTING CONDITIONS NOT DISPLAYED ON THE DRAWINGS.
- CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS, LICENSES AND INSPECTIONS AS REQUIRED BY LOCAL AND NATIONAL REGULATIONS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR EXPENSES CREATED IN CONNECTION WITH THE WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS INCLUDING ACCORDANCE WITH THE LATEST ADOPTED NATIONAL ELECTRICAL CODE (NEC) AND ALL ADDITIONAL REQUIREMENTS BY LOCAL AHJ.
- LOCATIONS ON ELECTRICAL PLANS ARE APPROXIMATE. EXACT LOCATIONS SHALL BE DETERMINED FROM CIVIL PLANS, SECTIONS AND ELEVATIONS. FINAL LOCATION OF EQUIPMENT AND DEVICES TO BE FIELD COORDINATED WITH OWNER AND/OR OWNER'S REPRESENTATIVE. STUB-UP LOCATIONS FOR ALL UNDER SLAB CONDUITS SHALL BE FIELD LOCATED.
- CONTRACTOR SHALL COORDINATE ALL TEMPORARY INTERRUPTIONS TO POWER WITH ALL AFFECTED PARTIES PRIOR TO INTERRUPTION. ALL INTERRUPTIONS SHALL BE KEPT TO A MAXIMUM DURATION OF FOUR HOURS OR AS DIRECTED BY AFFECTED PARTIES. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL TEMPORARY POWER REQUESTED BY AFFECTED PARTIES THROUGHOUT THE DURATION OF THE INTERRUPTION.
- ALL ELECTRICAL MATERIALS SHALL BE NEW UNLESS SPECIFICALLY OTHERWISE STATED. DEFECTIVE EQUIPMENT AND/OR EQUIPMENT DAMAGED DURING INSTALLATION AND/OR TESTING SHALL BE REPLACED OR REPAIRED TO MEET APPROVAL FROM ENGINEER OR INSPECTOR AT THE EXPENSE OF THE CONTRACTOR. PROPOSED EQUIPMENT SHALL BE NEMA RATED AND APPROVED.
- ANY DEVIATIONS, SUBSTITUTIONS OR ALTERATIONS WITHOUT APPROVAL BY ENGINEER SHALL BE ASSUMED AS THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL LISTED CABLE SIZES ARE SIZED PER NEC REQUIREMENTS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR MEETING CONDUIT FILL REQUIREMENTS IF A LARGER SIZED CABLE IS USED. CONTRACTOR SHALL NOT USE CABLE SMALLER THAN SPECIFIED ON PLANS.
- LOW VOLTAGE WIRING IS NOT SHOWN IN PLANS, UNLESS SPECIFICALLY CALLED OUT. CONTRACTOR SHALL REFER TO MANUFACTURER DETAIL SHEETS FOR ADDITIONAL LOW VOLTAGE WIRING AND CONDUITS.
- CONTRACTOR SHALL COLOR CODE NEW CABLE PER INDUSTRY STANDARD.
- ALL CIRCUITS SHALL BE PROVIDED WITH AN INSULATED GREEN COPPER EQUIPMENT GROUND CONDUCTOR SIZED PER NEC. EQUIPMENT GROUNDS SHALL BE BONDED TO ALL EQUIPMENT AND DEVICES. USE OF METALLIC CONDUIT SHALL NOT TAKE THE PLACE OF AN EQUIPMENT GROUND CONDUCTOR.
- ALL WIRING SHALL ADHERE TO NEC CONDUIT FILL REQUIREMENTS. ANY DEVIATION FROM CONDUIT SIZE SPECIFIED ON PLANS IS ASSUMED TO BE THE CONTRACTOR'S RESPONSIBILITY.
- MINIMUM BURIAL DEPTH OF 24" TO THE TOP OF CONDUIT SHALL BE STANDARD INSTALLATION FOR UNDERGROUND CONDUIT.
- CONTRACTOR SHALL THOROUGHLY CLEAN AND POLISH THE FINISHED EQUIPMENT WITHIN THE CONTRACT AREA AND RESTORE ALL SURROUNDING GROUNDS TO THE SATISFACTION OF THE OWNER.
- THE CONTRACTOR SHALL TEST ALL EQUIPMENT INSTALLED UNDER THE SCOPE OF WORK AND DEMONSTRATE ITS PROPER OPERATION TO THE OWNER. CONTRACTOR SHALL COORDINATE A FINAL INSPECTION OF THE SYSTEM UPON COMPLETION.
- PRIOR TO FINAL ACCEPTANCE, ALL DEFICIENCIES IDENTIFIED SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- ALL CERTIFICATES OF APPROVAL SHALL BE IN DUPLICATE, DELIVERED TO THE ENGINEER AND BECOME THE PROPERTY OF THE OWNER.
- CONTRACTOR SHALL MAINTAIN A COPY OF ALL DRAWINGS AND APPROVED SHOP DRAWINGS ON SITE AND RECORD ALL REVISIONS AND DEVIATIONS FROM THE ORIGINAL CONSTRUCTION DRAWINGS. A COPY SHALL BE SUBMITTED TO THE ENGINEER UPON THE COMPLETION OF WORK.
- THE ENTIRE ELECTRICAL SYSTEM WITHIN THIS SCOPE SHALL BE IN PROPER WORKING ORDER UPON COMPLETION OF CONSTRUCTION. ANY WORK, MATERIALS OR SYSTEMS SHOWING DEFECTS OR MALFUNCTION SHALL BE CORRECTED WITHOUT CHARGE WITHIN THE FIRST YEAR.
- CONTRACTOR SHALL OBTAIN SIGNED & SEALED STRUCTURAL SHOP DRAWINGS FOR NEW CONCRETE PAD FOR GENSET. PAD SHALL BE SIZED TO SUPPORT WEIGHT OF GENERATOR INCLUDING FUEL TANK.

KEY NOTES

- EXISTING RACK. NOT A FULL REPRESENTATION OF ENTIRE SYSTEM. ONLY REPRESENTING ITEMS BEING AFFECTED BY THE NEW GENSET.
- DEMO EQUIPMENT, CONDUIT, AND WIRE.



<p>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 CENTRAL AVE. SUITE 600, ST PETERSBURG, FL 33701 PHONE: 727-547-3999 WWW.KIMLEY-HORN.COM CA 00000996</p>	
SCALE AS SHOWN	DESIGNED BY IF, JS
	DRAWN BY JS
	CHECKED BY IF
<h1>ELECTRICAL SITE PLAN</h1>	
ADDRESS NE SIDE OF THE INTERSECTION OF CHESNEY BLVD AND N LAKE READY BLVD, FROSTPROOF, FLORIDA 33843 POLK COUNTY FLORIDA	
DATE	06/12/2023
PROJECT NO.	048414313
SHEET NUMBER	E1.00



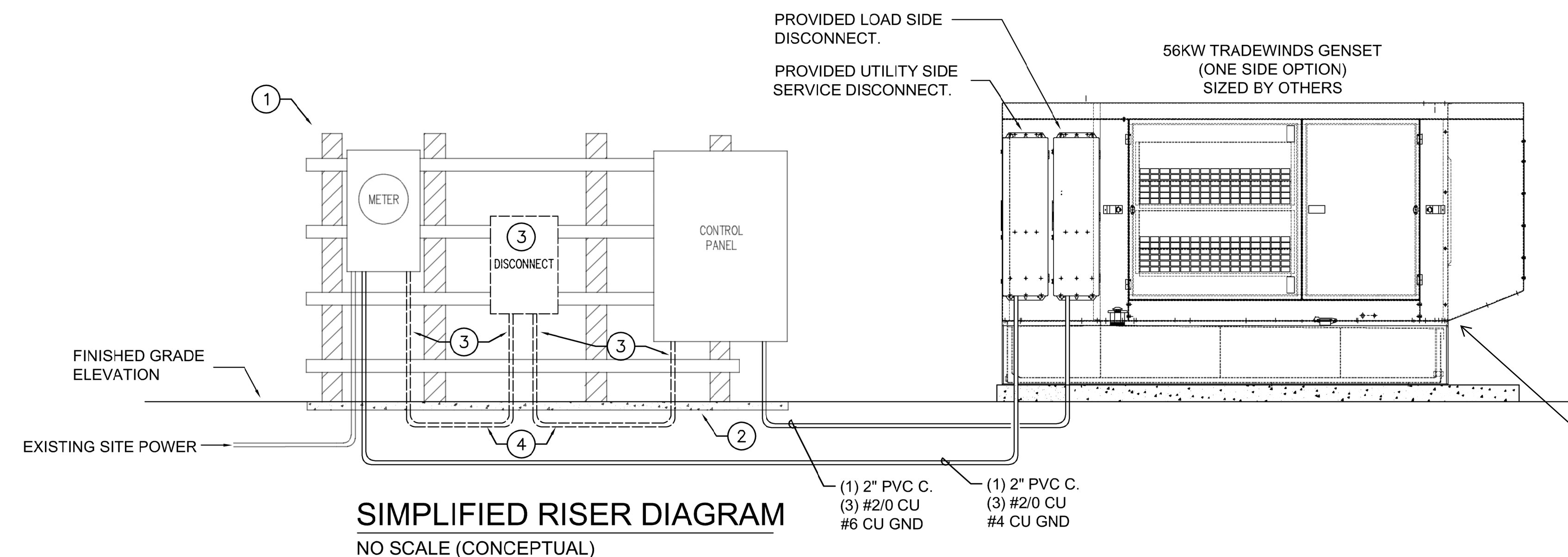
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL ELECTRICAL NOTES

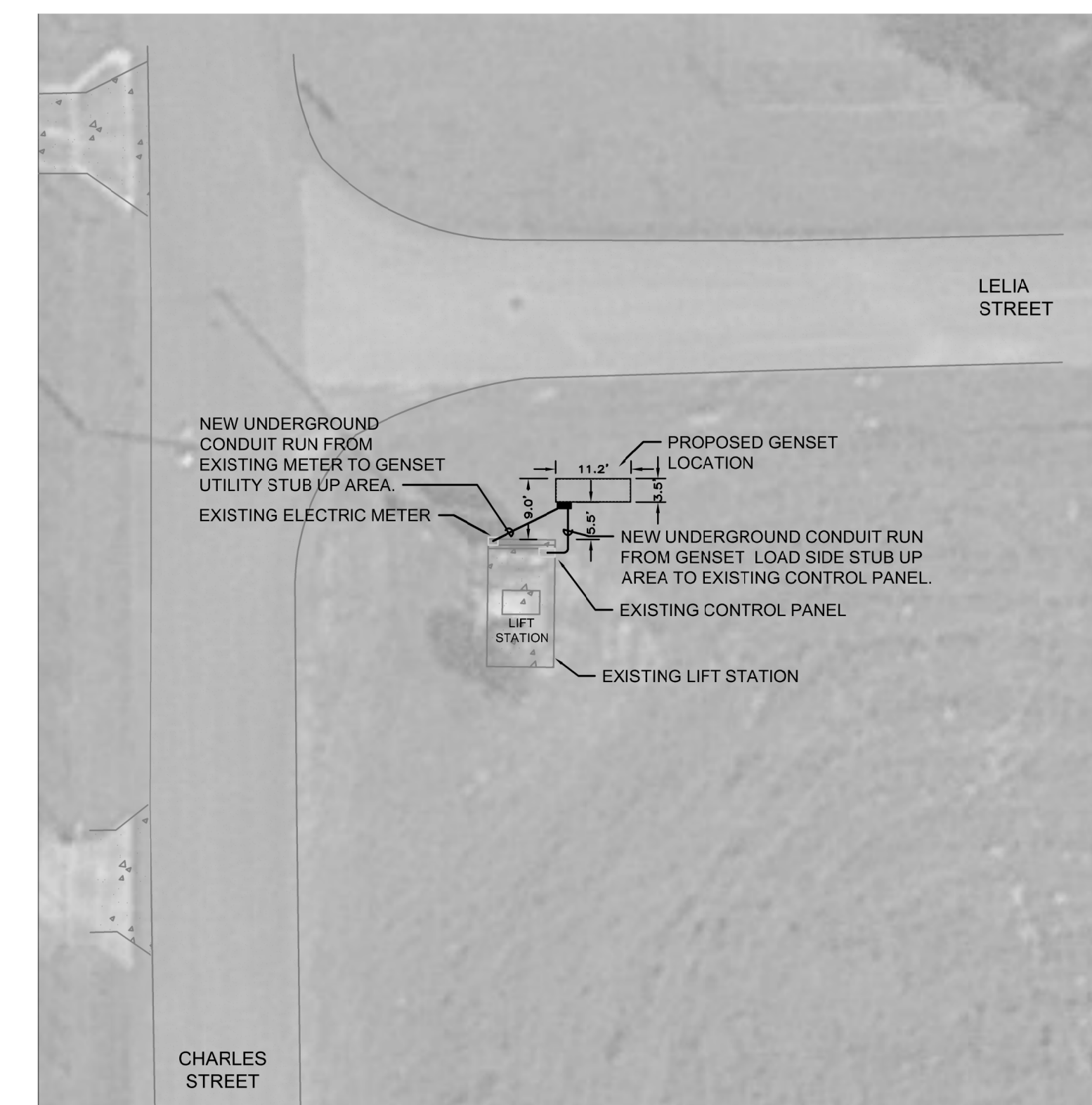
1. CONTRACTOR SHALL BE FULLY INFORMED OF ALL EXISTING CONDITIONS THAT AFFECT THE WORK AND COST OF THE INTENDED WORK. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND EXAMINE THE DRAWINGS AS THEY RELATE TO SITE CONDITIONS. BIDDERS WHO DO NOT VISIT THE SITE MAY BE UNILATERALLY NOT PERMITTED TO SUBMIT A BID IF THE OWNER SO DECIDES.
2. EXISTING LOCATIONS AND CONDITIONS OF ELECTRICAL EQUIPMENT SHOWN ON DRAWINGS HAVE BEEN OBTAINED FROM IMAGES AND RECORD DRAWINGS TO INDICATE A CLOSE REPRESENTATION AS TO EXISTING SITE CONDITIONS. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDS AND VERIFY THE ITEMS SHOWN AS WELL AS EXISTING CONDITIONS NOT DISPLAYED ON THE DRAWINGS.
3. CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS, LICENSES AND INSPECTIONS AS REQUIRED BY LOCAL AND NATIONAL REGULATIONS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR EXPENSES CREATED IN CONNECTION WITH THE WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS INCLUDING ACCORDANCE WITH THE LATEST ADOPTED NATIONAL ELECTRICAL CODE (NEC) AND ALL ADDITIONAL REQUIREMENTS BY LOCAL AHJ.
5. LOCATIONS ON ELECTRICAL PLANS ARE APPROXIMATE. EXACT LOCATIONS SHALL BE DETERMINED FROM CIVIL PLANS, SECTIONS AND ELEVATIONS. FINAL LOCATION OF EQUIPMENT AND DEVICES TO BE FIELD COORDINATED WITH OWNER AND/OR OWNER'S REPRESENTATIVE. STUB-UP LOCATIONS FOR ALL UNDER SLAB CONDUITS SHALL BE FIELD LOCATED.
6. CONTRACTOR SHALL COORDINATE ALL TEMPORARY INTERRUPTIONS TO POWER WITH ALL AFFECTED PARTIES PRIOR TO INTERRUPTION. ALL INTERRUPTIONS SHALL BE KEPT TO A MAXIMUM DURATION OF FOUR HOURS OR AS DIRECTED BY AFFECTED PARTIES. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL TEMPORARY POWER REQUESTED BY AFFECTED PARTIES THROUGHOUT THE DURATION OF THE INTERRUPTION.
7. ALL ELECTRICAL MATERIALS SHALL BE NEW UNLESS SPECIFICALLY OTHERWISE STATED. DEFECTIVE EQUIPMENT AND/OR EQUIPMENT DAMAGED DURING INSTALLATION AND/OR TESTING SHALL BE REPLACED OR REPAIRED TO MEET APPROVAL FROM ENGINEER OR INSPECTOR AT THE EXPENSE OF THE CONTRACTOR. PROPOSED EQUIPMENT SHALL BE NEMA RATED AND APPROVED.
8. ANY DEVIATIONS, SUBSTITUTIONS OR ALTERATIONS WITHOUT APPROVAL BY ENGINEER SHALL BE ASSUMED AS THE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL LISTED CABLE SIZES ARE SIZED PER NEC REQUIREMENTS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR MEETING CONDUIT FILL REQUIREMENTS IF A LARGER SIZED CABLE IS USED. CONTRACTOR SHALL NOT USE CABLE SMALLER THAN SPECIFIED ON PLANS.
10. LOW VOLTAGE WIRING IS NOT SHOWN IN PLANS, UNLESS SPECIFICALLY CALLED OUT. CONTRACTOR SHALL REFER TO MANUFACTURER DETAIL SHEETS FOR ADDITIONAL LOW VOLTAGE WIRING AND CONDUITS.
11. CONTRACTOR SHALL COLOR CODE NEW CABLE PER INDUSTRY STANDARD.
12. ALL CIRCUITS SHALL BE PROVIDED WITH AN INSULATED GREEN COPPER EQUIPMENT GROUND CONDUCTOR SIZED PER NEC. EQUIPMENT GROUNDS SHALL BE BONDED TO ALL EQUIPMENT AND DEVICES. USE OF METALLIC CONDUIT SHALL NOT TAKE THE PLACE OF AN EQUIPMENT GROUND CONDUCTOR.
13. ALL WIRING SHALL ADHERE TO NEC CONDUIT FILL REQUIREMENTS. ANY DEVIATION FROM CONDUIT SIZE SPECIFIED ON PLANS IS ASSUMED TO BE THE CONTRACTOR'S RESPONSIBILITY.
14. MINIMUM BURIAL DEPTH OF 24" TO THE TOP OF CONDUIT SHALL BE STANDARD INSTALLATION FOR UNDERGROUND CONDUIT.
15. CONTRACTOR SHALL THOROUGHLY CLEAN AND POLISH THE FINISHED EQUIPMENT WITHIN THE CONTRACT AREA AND RESTORE ALL SURROUNDING GROUNDS TO THE SATISFACTION OF THE OWNER.
16. THE CONTRACTOR SHALL TEST ALL EQUIPMENT INSTALLED UNDER THE SCOPE OF WORK AND DEMONSTRATE ITS PROPER OPERATION TO THE OWNER. CONTRACTOR SHALL COORDINATE A FINAL INSPECTION OF THE SYSTEM UPON COMPLETION.
17. PRIOR TO FINAL ACCEPTANCE, ALL DEFICIENCIES IDENTIFIED SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
18. ALL CERTIFICATES OF APPROVAL SHALL BE IN DUPLICATE, DELIVERED TO THE ENGINEER AND BECOME THE PROPERTY OF THE OWNER.
19. CONTRACTOR SHALL MAINTAIN A COPY OF ALL DRAWINGS AND APPROVED SHOP DRAWINGS ON SITE AND RECORD ALL REVISIONS AND DEVIATIONS FROM THE ORIGINAL CONSTRUCTION DRAWINGS. A COPY SHALL BE SUBMITTED TO THE ENGINEER UPON THE COMPLETION OF WORK.
20. THE ENTIRE ELECTRICAL SYSTEM WITHIN THIS SCOPE SHALL BE IN PROPER WORKING ORDER UPON COMPLETION OF CONSTRUCTION. ANY WORK, MATERIALS OR SYSTEMS SHOWING DEFECTS OR MALFUNCTION SHALL BE CORRECTED WITHOUT CHARGE WITHIN THE FIRST YEAR.
21. CONTRACTOR SHALL OBTAIN SIGNED & SEALED STRUCTURAL SHOP DRAWINGS FOR NEW CONCRETE PAD FOR GENSET. PAD SHALL BE SIZED TO SUPPORT WEIGHT OF GENERATOR INCLUDING FUEL TANK.

KEY NOTES

- ① EXISTING RACK. NOT A FULL REPRESENTATION OF ENTIRE SYSTEM. ONLY REPRESENTING ITEMS BEING AFFECTED BY THE NEW GENSET.
- ② EXISTING LIFT STATION PAD.
- ③ DEMO EQUIPMENT, CONDUIT, AND WIRE.
- ④ CUT AND ABANDON THROUGH SLAB CONDUITS 4" ABOVE FINISHED GRADE. PROVIDE SECURED WEATHERPROOF CAPS AND PULL STRING.



Bottom of Generator to be above the 100 year flood elevation of 109.5. It is expected the concrete pad to be above existing grades by approximately 10". Contractor to verify to ensure generator is above 100 year flood elevation.



SITE PLAN
0 20 40 60
SCALE 1" = 20'

 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 CENTRAL AVE. SUITE 600, ST PETERSBURG, FL 33701 PHONE: 727-547-3999 WWW.KIMLEY-HORN.COM CA 00000696	REVISIONS NO. DATE
SCALE AS SHOWN DESIGNED BY IF, JS DRAWN BY JS CHECKED BY IF	
ELECTRICAL SITE PLAN	
ADDRESS SE CORNER OF THE INTERSECTION OF LELIA ST. AND CHARLES ST., FROSTPROOF, FLORIDA 33843 POLK COUNTY FLORIDA	
DATE 06/12/2023 PROJECT NO. 048414313 SHEET NUMBER E1.00	

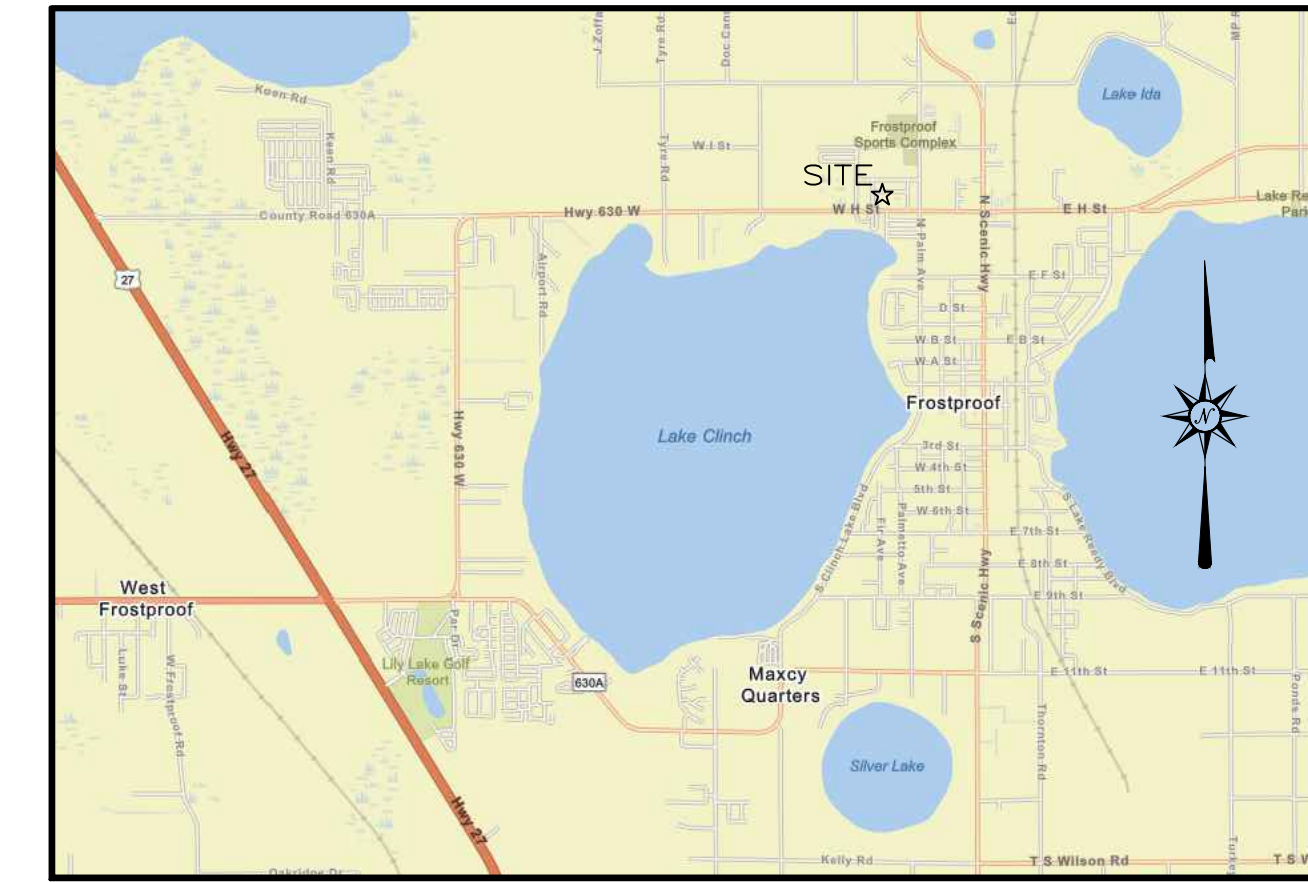
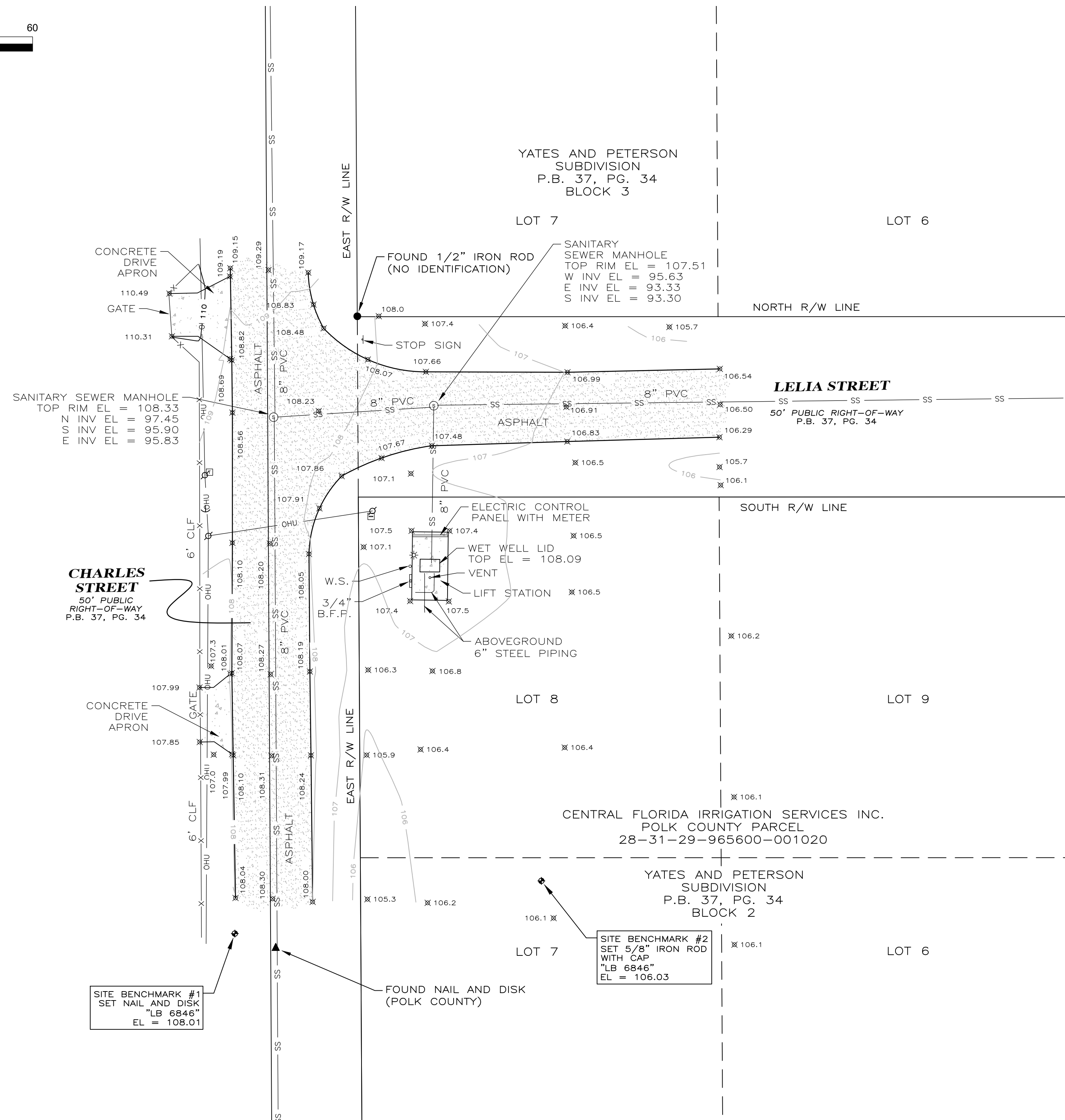
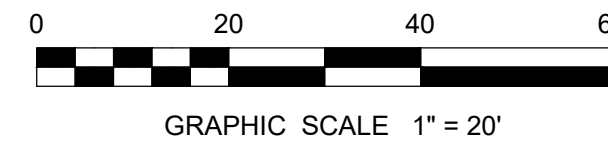
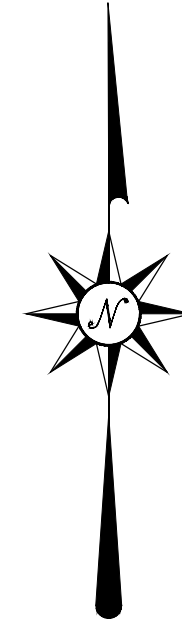


This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SPECIFIC PURPOSE SURVEY

OF LIFT STATION AREA

LOCATED IN SECTION 29, TOWNSHIP 31 SOUTH, RANGE 28 EAST, AT THE SE INTERSECTION OF LELIA STREET AND CHARLES STREET, IN THE CITY OF FROSTPROOF IN LOT 8, BLOCK 2, OF YATES AND PETERSON SUBDIVISION, RECORDED IN PLAT BOOK 37, PAGE 34, POLK COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

SURVEYORS NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED TO SHOW THE TOPOGRAPHIC CONDITIONS OF THE LIFT STATION AREA AT THE SE INTERSECTION OF LELIA STREET AND CHARLES STREET, FOR THE CITY OF FROSTPROOF, FLORIDA. ADDITIONS OR DELETIONS BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF LEADING EDGE LAND SERVICES, INC.
3. THIS SPECIFIC PURPOSE SURVEY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE INFORMATION WAS PROVIDED TO THE SURVEYOR.
4. COORDINATES SHOWN HEREON ARE RELATIVE TO GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011.
5. UNLESS OTHERWISE NOTED, SURVEY MEASUREMENTS AND PLOTTED FEATURES SHOWN ON THIS SURVEY ARE BASED ON ACTUAL FIELD MEASUREMENTS.
6. THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS STANDARDS SET FORTH IN ADMINISTRATIVE RULE 5J-17 "STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS."
7. THE VERTICAL DATUM FOR THIS SURVEY IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE BENCHMARK THIS SURVEY IS BASED ON IS DESCRIBED AS FOLLOWS: NGS DATA SHEET, LABINS - BENCHMARK W 736, PUBLISHED ELEVATION = 107.75 FEET. SITE BENCHMARKS ARE SHOWN AND DESCRIBED GRAPHICALLY ON THE SURVEY.
8. ONLY VISIBLE IMPROVEMENTS WERE LOCATED AND ARE SHOWN AS PART OF THIS SURVEY. NO ATTEMPT WAS MADE TO LOCATE OR VERIFY SUBSURFACE IMPROVEMENTS OR ENCROACHMENTS.
9. A REVIEW OF FLOOD INSURANCE RATE MAPS FOR POLK COUNTY, FLORIDA, INDICATES THAT THIS PROPERTY LIES WITHIN ZONE AE (SPECIAL FLOOD HAZARD AREAS SUBJECT TO 1% ANNUAL CHANCE FLOOD) WITH A BASE FLOOD ELEVATION OF 109.5 FEET. THIS INFORMATION WAS TAKEN FROM MAP NUMBER 12105C0745G, REVISED 22 DECEMBER 2016.

LEGEND

P.B.	PLAT BOOK
PG./PGS.	PAGE/PAGES
EL.	ELEVATION
R/W	RIGHT-OF-WAY
PVC	POLY-VINYL CHLORIDE PIPE
CLF	CHAIN LINK FENCE
W.S.	WATER SPIGOT
B.F.P.	BACK FLOW PREVENTER
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
NGS	NATIONAL GEODETIC SURVEY
NAD	NORTH AMERICAN DATUM
+	SIGN
*	LIGHT POLE
⊗	WOOD POWER POLE
⊠	WIRE PULL BOX
⬇	BENCHMARK
⬇	GUY ANCHOR
⊠	TELEPHONE PEDESTAL
⊠	SANITARY SEWER MANHOLE
▲	FOUND NAIL AND DISK (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
⊗	SPOT SHOT - GROUND ELEVATION
⊗	SPOT SHOT - HARD SURFACE
— SS	SANITARY SEWER LINE
— OHU	OVERHEAD UTILITY LINE

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SPECIFIC PURPOSE SURVEY

OF
LIFT STATION AREA
AT THE SE INTERSECTION OF LELIA STREET AND CHARLES STREET,
LOT 8 - YATES AND PETERSON SUBDIVISION
PLAT BOOK 37, PAGE 34
SECTION 29, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SURVEY IN ACCORDANCE WITH THE ADMINISTRATIVE RULES AND STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.



FOR
CITY OF FROSTPROOF

**LEADING EDGE
LAND SERVICES**
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedge.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

REVISIONS:

DATE OF DRAWING: 22 MAY 2023	LAST FIELD WORK: 18 MAY 2023
MANAGER: MB	CREW CHIEF(S): RE
CADD: TO	PROJECT NUMBER: 1067-20001
COMPUTER FILE: 1067-20001	FIELD BOOK NUMBER: LE-1736
SCALE: 1"=20'	SHEET 1 OF 1

UNIT FEATURES

TOTAL PAC GENERATOR SET:

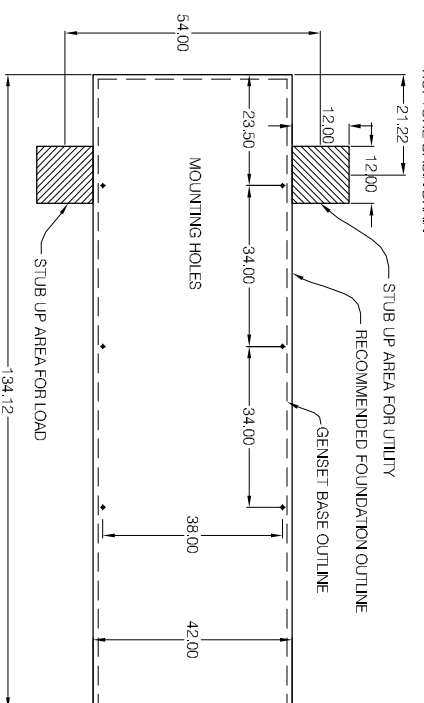
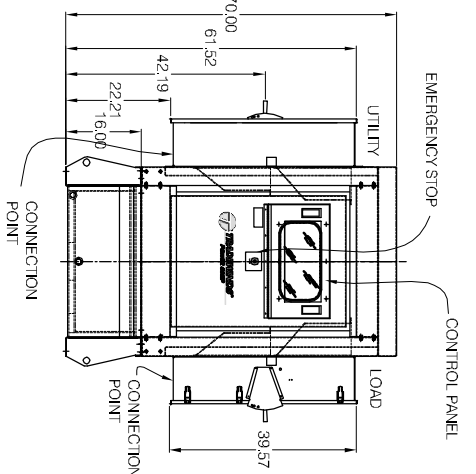
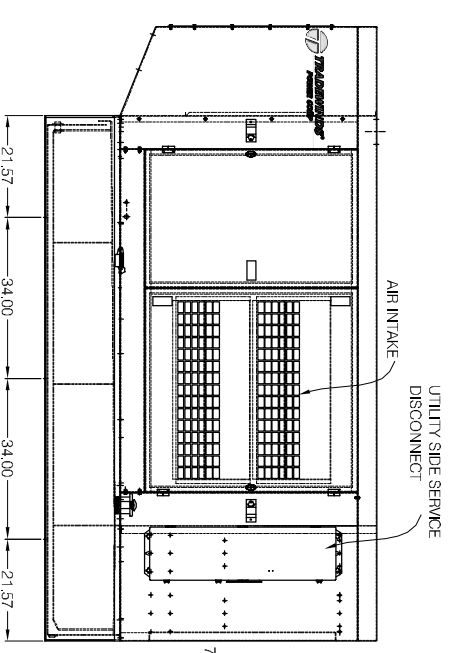
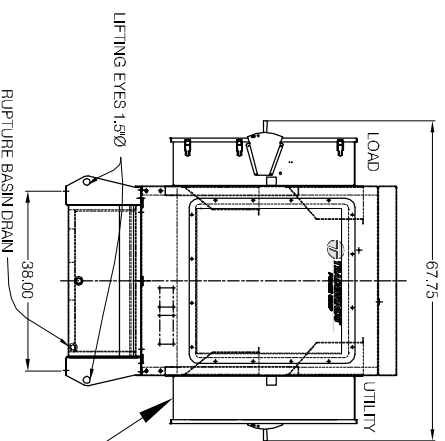
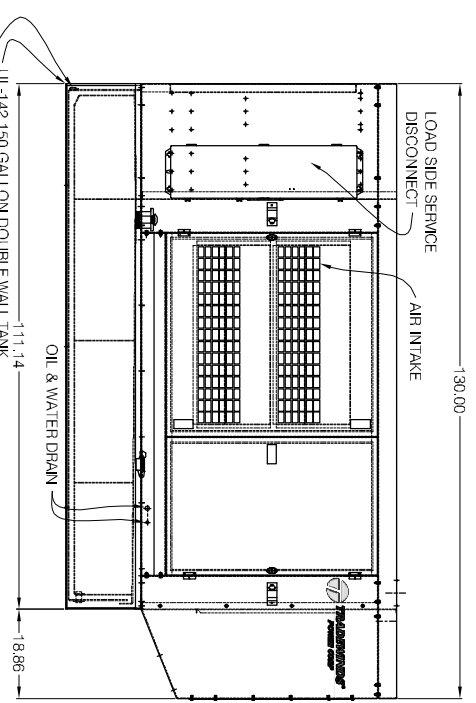
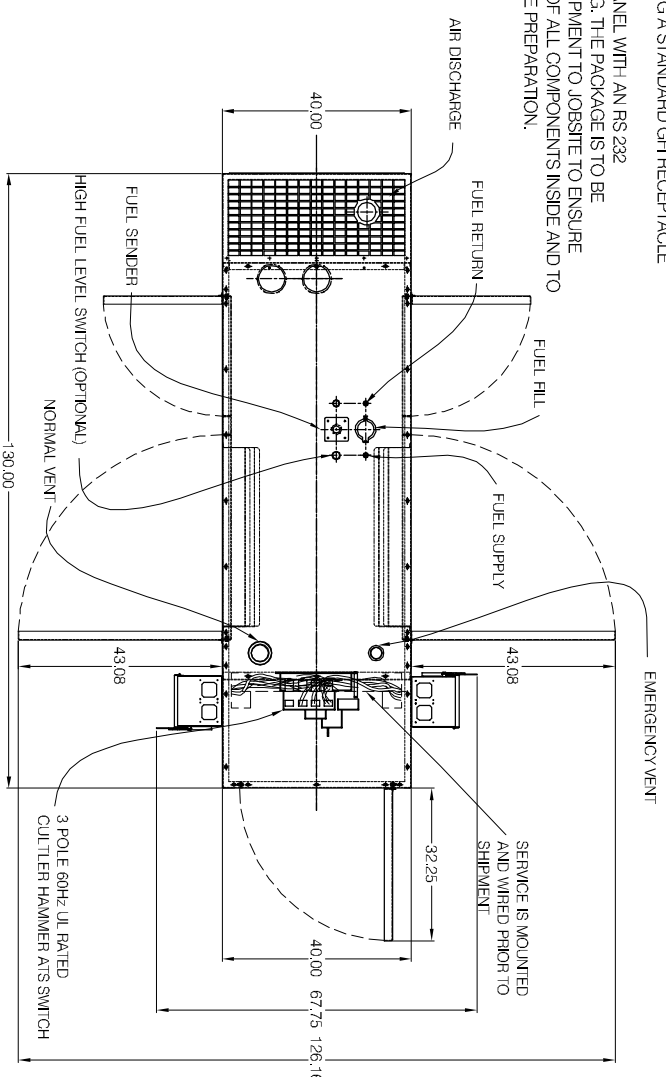
THE GENERATOR SET PACKAGE IS REQUIRED TO BE FURNISHED AS A COMPLETE OPERATIONAL SYSTEM BY THE GENERATOR MANUFACTURER. ON STARTUP, THE REQUIREMENTS WILL BE THE SUPPLY OF NO. 2 DIESEL FUEL BY OTHERS AND A 30H TYPE BATTERY BY AN APPROVED TRADEWINDS SERVICE TECH. THE PACKAGE IS PROVIDED WITH TWO (2) UL RATED SERVICE DISCONNECT BOXES, ONE (1) FOR UTILITY AND ONE (1) FOR LOAD. A UL APPROVED AUTOMATIC TRANSFERSWITCH OF THE OPEN TYPE MOUNTED TO AN INTERIOR WALL OF THE WEATHER ENCLOSURE AND WIRED WITH UL APPROVED THHN TYPE WIRE PER THE NEC.

FEATURES:

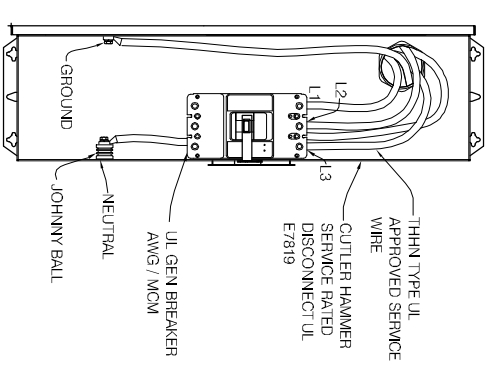
- AUTOMATIC TRANSFER SWITCH TO INCLUDED ALL NECESSARY TIMERS AND FEATURES FOR NORMAL OPERATION WITH THE ABILITY FOR FIELD ADJUSTABLE TIMER FUNCTIONS TO INSURE CORRECT OPERATION ON SIGHT. THHN WIRE INSTALLED AND WIRED TO LUGS ACCORDING TO NEC AND TORQUE IDENTIFIED PER LUG REQUIREMENTS.
- GENERATOR SET PACKAGE CONSISTING OF A COURBENT BUILT WATER COOLED 12VDC AND ISO 3046/1 DIESEL ENGINE STANDARDS, A PERMANENT MAGNET GENERATOR, A VOLTS PER HERTZ TRACKING VOLTAGE REGULATOR, WITH VIBRATION MOUNTS BETWEEN ENGINE AND SUB BASE TANK.
- UL -142 SUB BASE FUEL TANK WITH LIFTING EYES, 4 -20MA FUEL SENDER, INTERNALLY MOUNTED LOOKABLE FUEL FILL CAP, FLEXIBLE FUEL LINES.
- DROP OVER, SOUND ATTENUATED MARINE GRADE ALUMINUM WEATHER ENCLOSURE WITH WHITE POWDER COAT PAINT ON INSIDE AND OUT SIDE OF ENCLOSURE. ENCLOSURE TO BE ASSEMBLED USING STAINLESS STEEL HARDWARE THROUGH OUT. VERTICAL DISCHARGE AIR, KEY ALIKE REMOVABLE GASKET DOORS, OIL AND WATER BRASS BALL VALVE DRAINS WITH BULK HEAD FITTINGS.

- IF REQUIRED, A STEP DOWN TRANSFORMER WILL BE PROVIDED TO POWER THE BATTERY CHARGER AND JACKET WATER HEATER. THIS TRANSFORMER WILL BE PROTECTED USING THE APPROPRIATE SIZE FUSE FOR THE LOAD IT IS PROVIDING. THIS POWER IS PROVIDED ON THE UTILITY SIDE ONLY AND POWERING A STANDARD GEN RECEPTACLE BOX AND COVER.
- NFPA 110 L2 COMPLAINT CONTROL PANEL WITH AN RS 222 INTERFACE FOR REMOTE MONITORING. THE PACKAGE IS TO BE ASSEMBLED COMPLETE PRIOR TO SHIPMENT TO JOBSITE TO ENSURE CORRECT AND PROPER OPERATION OF ALL COMPONENTS INSIDE AND TO AVOID ANY SIGHT ELECTRICAL SERVICE PREPARATION.

TYPICAL UNIT WEIGHT
 58KW 3700lbs
 60KW 4000lbs
 100KW 4400lbs
 125KW 5000lbs

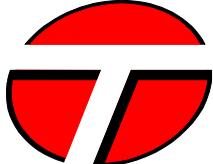


**FOUNDATION RECOMMENDATIONS
 TANK NO.1 AND 2**



**BREAKER BOX DETAILS WITH DOOR OPEN
 (TYPICAL LOAD AND UTILITY)**

TRADEWINDS POWER CORP.	
BATCH NO.:	
WORK ORDER NO.:	
PART NO.:	
REF: 56-125 KW TOTAL PKG	
PO#	
DATE: 7/28/09	
FILE NO.:	
DWG. NO.:	
DRAWN BY: JFO	
SCALE: NONE	
SHEET NO.: 10F-1	
CHECKED BY:	
APPROVED BY:	
REVISION:	



TRADEWINDS®

POWER CORP

5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

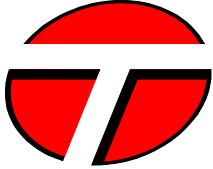
Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: City of Frostproof
98 N Lake Reedy Blvd.
Frostproof, Fl. 33843
Tel: (863)-533-1920
Attn: Ms. Connie Adcock

Quotation # PSMW07292020 - 30r5
April 13, 2023

We are pleased to offer this Quotation as detailed below

Amount	Description	Each	Extended
1	<p>Model TP125 Base Awarded Tradewinds Generator Set under FSA contract No. FSA20-VEH18.0, Spec #114. Updated October 1, 2022</p> <p>Credit - downgrade to Model TP-30TP-FS Tradewinds Total Pac Generator Set</p> <p>30 KW (37 KVA) Emergency Standby 120/240 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 90; Load Bank tested.</p> <p>Perkins Diesel engine, Model 404D-22TG @ 1800 RPM complete with 12 Volt Electrics, Radiator & Guard</p> <p>Oversized Brushless Single Bearing Alternator with a PMG and DVR 2000 E Automatic Voltage Regulator & Vibration Isolation Mounts</p> <p>Tradewinds Deluxe Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hourmeter, Oil and Temperature Gauges Frequency Meter, Ammeter & Voltmeter with Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, J - 1939 Code readout, NFPA 110 Compliant, On/off Switch, 3 D.C. Breakers, 1 A.C. Breaker, and Emergency Push Button.</p> <p>Optional Equipment included in above pricing:</p> <ul style="list-style-type: none"> Battery Rack and Cables Battery Charger installed and wired to duplex electrical box that is wired to incoming service feed with fuses. Stainless Steel Critical Silencer mounted in front of package with vertical Discharge with Stainless Steel Exhaust and Flex Exhaust Connection Initial fill of oil and antifreeze Water and Oil drain lines with brass ball valves located inside enclosure. Heavy Duty Canister Type Air Cleaner Jacket Water Heater, Thermostatically controlled installed and wired to Duplex electrical box that is wired to incoming service feed with fuses. 120 gal, Double Wall, UL Approved Subbase Fuel Tank With Leak Detection Mechanical fuel level gauge, low fuel level alarm and sender, internal fuel fill, two part epoxy coating, and all other necessary fittings. Total - Pac Enclosure constructed from a continuous roof, .090 aluminum, White powder coat paint, stainless steel hardware, and keyed alike doors. Generator control panel and Transfer switch controls in single panel 100amp, Generator main line generator circuit breaker with 12vdc shunt trip. A. (1) 100amp, Thomson Open Style Transfer Gen Switch B. (2) 100amp, Circuit Breaker Type, Stainless Steel Service Disconnects Switches prewired and installed using UL rated THHN wire sized for 200 amps of continuously. One disconnect is mounted on each side of the generator. Full Load Factory test One (1) complete operation and maintenance manual Two (2) year, Standby Warranty <p>Sub Total, FOB our warehouse, Miami, Florida Net cost deduct to remove standard SCADA interface module. Onsite Start-up and building load test. Fuel by others. Delivery to the City of Frostproof, Fl. Curbside. Off-Loading by others.</p> <p>Total State & Local Tax as Applicable Estimated Shipping date from receipt of order: TBD</p>		
		Inc.	Inc.
		Inc.	Inc.
Price Validity: 45 days; 50% deposit required, 15% Cancellation Charge for Restocking.			
Wire-Transfer: Tradewinds Power Corp Division of Southeast Diesel Corp F/B/O Wells Fargo Bank Acct# 4945741023 ABA# 121000248			
			Michael Waldron



TRADEWINDS®

POWER CORP

5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: City of Frostproof
98 N Lake Reedy Blvd.
Frostproof, Fl. 33843
Tel: (863)-533-1920
Attn: Ms. Connie Adcock

Quotation # PSMW07292020 - 56r5
April 13, 2023

We are pleased to offer this Quotation as detailed below

Amount	Description	Each	Extended
1	<p>Model TP125 Base Awarded Tradewinds Generator Set under FSA contract No. FSA20-VEH18.0, Spec #114. Updated October 1, 2022</p> <p>Up-Grade to Model TP-56TP-FS Tradewinds Total Pac Generator Set</p> <p>56 KW (70 KVA) Emergency Standby 120/240 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 168; Load Bank tested.</p> <p>Perkins Diesel engine, Model 1104D-44TG1 TIER 3 @ 1800 RPM complete with 12 Volt Electrics, Radiator & Guard</p> <p>Oversized Brushless Single Bearing Alternator with a PMG and DVR 2000 E Automatic Voltage Regulator & Vibration Isolation Mounts</p> <p>Tradewinds Deluxe Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hourmeter, Oil and Temperature Gauges Frequency Meter, Ammeter & Voltmeter with Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, J - 1939 Code readout, NFPA 110 Compliant, On/off Switch, 3 D.C. Breakers, 1 A.C. Breaker, and Emergency Push Button.</p> <p>Optional Equipment included in above pricing:</p> <ul style="list-style-type: none"> Battery Rack and Cables Battery Charger installed and wired to duplex electrical box that is wired to incoming service feed with fuses. Stainless Steel Critical Silencer mounted in front of package with vertical Discharge with Stainless Steel Exhaust and Flex Exhaust Connection Initial fill of oil and antifreeze Water and Oil drain lines with brass ball valves located inside enclosure. Heavy Duty Canister Type Air Cleaner Jacket Water Heater, Thermostatically controlled installed and wired to Duplex electrical box that is wired to incoming service feed with fuses. 150 gal, Double Wall, UL Approved Subbase Fuel Tank With Leak Detection Mechanical fuel level gauge, low fuel level alarm and sender, internal fuel fill, two part epoxy coating, and all other necessary fittings. Total - Pac Enclosure constructed from a continuous roof, .090 aluminum, White powder coat paint, stainless steel hardware, and keyed alike doors. Generator control panel and Transfer switch controls in single panel 200amp, Generator main line generator circuit breaker with 12vdc shunt trip. A. (1) 200amp, Thomson Open Style Transfer Gen Switch B. (2) 200amp, Circuit Breaker Type, Stainless Steel Service Disconnects <p>Switches prewired and installed using UL rated THHN wire sized for 200 amps of continuously. One disconnect is mounted on each side of the generator.</p> <p>Full Load Factory test One (1) complete operation and maintenance manual Two (2) year, Standby Warranty</p> <p>T-300tank-FS - Net Cost adder to increase fuel tank size to 300 gallons.</p> <p>Sub Total, FOB our warehouse, Miami, Florida Net cost deduct to remove standard SCADA interface module. Onsite Start-up and building load test. Fuel by others. Delivery to the City of Frostproof, Fl. Curbside. Off-Loading by others.</p> <p>Total State & Local Tax as Applicable Estimated Shipping date from receipt of order: TBD</p>		
		Inc.	Inc.
		Inc.	Inc.
<p>Price Validity: 45 days; 50% deposit required, 15% Cancellation Charge for Restocking.</p> <p>Wire-Transfer: Tradewinds Power Corp Division of Southeast Diesel Corp F/B/O Wells Fargo Bank Acct# 4945741023 ABA# 121000248</p>			
		Michael Waldron	

NOTICE OF AWARD

Date of Issuance:	
Owner:	Owner's Contract No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
Bidder:	
Bidder's Address: (send Certified Mail, Return Receipt Requested)	

TO BIDDER:

You are notified that Owner has accepted your Bid dated ____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: ____

____ [describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$ _____ [note if subject to unit prices, or cost-plus]

____ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically [revise if multiple copies accompany the Notice of Award]

____ sets of the Drawings and __ copies of the Project Manual will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

1. Deliver to the Owner [____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents

Owner
By: _____
Authorized Signature

Title

Copy: Engineer

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

_____ Contractor	_____ Owner
_____ Received by:	_____ Given by: Authorized Signature
_____ Title	_____ Title
_____ Date	_____ Date

Change Order

Construction Company

Address

City, State, ZIP

Phone Number

Date: _____

Owner: _____

Contractor: _____

Project name: _____

Change order number: _____

Original contract date: _____

You are directed to make the following changes in this contract:

The original contract sum was: \$ _____

Net amount of previous change orders: _____

Total original contract amount plus or minus net change orders: _____

Total amount of this change order: _____

The new contract amount including this change order will be: _____

The contract time will be changed by the following number of days: (0) Days

The date of completion as of the date of this change order is: _____

Contractor:

Owner:

Engineer

Company name

Name

Address

Address

City, State, Zip

City, State, Zip

Date

Date

Signature

Signature

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE.....	\$	
2. Net change by Change Orders.....	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	
5. RETAINAGE:		
a. ____ % x \$ _____ Work Completed	\$	
b. ____ % x \$ _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) Title of all Work, 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, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	

Stored Material Summary

Contractor's Application

Application Number:
Application Date:

A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	Storage Location	C Description of Materials or Equipment Stored	D		E Amount Stored this Month (\$)	Subtotal Amount Completed & Stored to Date (D + E)	F		G Materials Remaining in Storage (\$) (D + E - F)
				Stored Previously				Incorporated in Work		
				Date Placed into storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
			Totals							

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor(Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____