

Regular City Commission Meeting Agenda April 8, 2024

Mayor Gib Coerper
Vice Mayor Dayna Miller
Commissioner Jennifer Blalock
Commissioner Shirley Green Brown
Commissioner Edward Potts

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: April 8, 2024

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terr.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

**APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY
TITLE ONLY**

I. SPECIAL PRESENTATIONS

- A.** National Poetry Month
- B.** Remembering Horace "Skeet" Garrison
- C.** National Public Safety Telecommunications Week Proclamation
- D.** Earth Day Presentation

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

- A.** Ordinance 24-08, First Reading: Amending Subpart A, Chapter 4, Alcoholic Beverages, of the City's Code of Ordinances, to permit alcoholic beverages to be sold, served, delivered, or consumed at Legacy Park during certain specified events.

V. AGENDA ITEMS

- A.** Purchase of Musco Lighting for the Hal Brady Recreation Center and Legacy Park

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

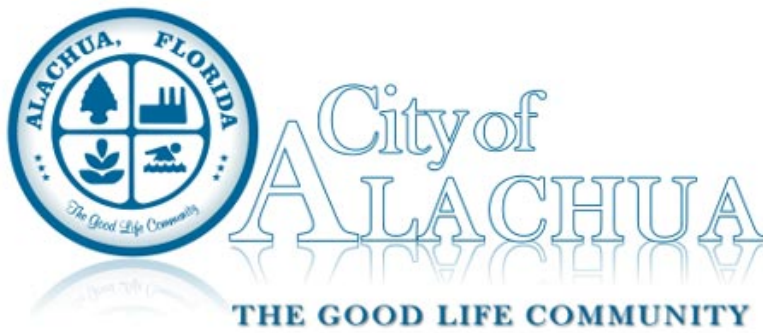
VIII.COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

RFB 2024-01 Alachua West Wastewater Improvement Project Award
2023 ALTEC AT48M Bucket Truck
March 11, 2024, City Commission Meeting Minutes



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: National Poetry Month

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Mayor Coerper to read the proclamation.

Summary

Launched by the Academy of American Poets in April 1996, National Poetry Month is a special occasion that celebrates poets' integral role in our culture. Over the years, it has become the largest literary celebration in the world. It is a special occasion that reminds us of the importance of poets and poetry in our culture. Poetry helps us appreciate the world around us and empathize with one another.

ATTACHMENTS:

Description

▣ Proclamation



City of Alachua, Florida

Office of Mayor Gib Coerper

PROCLAMATION

WHEREAS, National Poetry Month seeks to highlight the extraordinary legacy and ongoing achievement of American poets; introduce Americans to the pleasures and benefits of reading poetry as an important part of our children's education; and

WHEREAS, As National Poetry Month under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

WHEREAS, Poetry enhances and enriches the lives of all Americans; and poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

WHEREAS, Poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theater, film, dance, and the visual arts.

WHEREAS, It is proper for City Officials, educators, and citizens to observe this month and to celebrate the cultural riches our community has to offer and recognize the important role of poetry within our community.

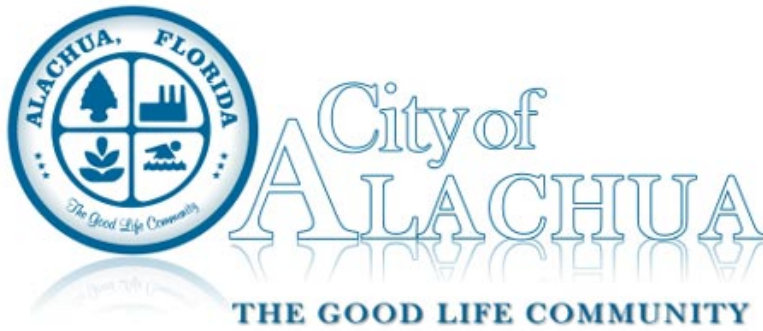
NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **April** as

National Poetry Month

IN WITNESS WHEREOF, I have hereunto set my hand this 08th day of April, 2024

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: Remembering Horace "Skeet" Garrison

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Receive the presentation.

Summary

Horace "SKEET" Garrison was a remarkable man and will be remembered as a pillar of the Alachua Good Life Community. There is no real way to measure a man's life or the impact of his influence. So, tonight we will remember some of the things he did in the eyes of the public.

ATTACHMENTS:

Description

▣ Certificate

CERTIFICATE OF APPRECIATION

IN MEMORY OF

Horace “Skeet” Garrison

BY

THE CITY OF ALACHUA

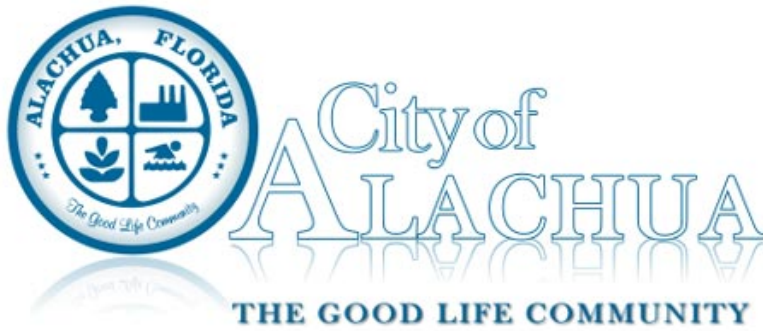
In recognition of the years of service to this community and a life well lived.

On behalf of the City Commission of the City of Alachua, Florida

We thank You!

Awarded this 8th day of April, 2024

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: National Public Safety Telecommunications Week Proclamation

PREPARED BY: Vicki N. Floyd, Administrative Services Manager

RECOMMENDED ACTION:

Mayor Coerper to read the proclamation declaring April 14th - 20th, 2024, as National Public Safety Telecommunications Week.

Summary

Each year, the second full week in April is dedicated to the men and women who serve as public safety telecommunicators, known as "National Public Safety Telecommunications Week". The City of Alachua Police Department has its own telecommunications section, referred to as the Communications Division, which is comprised of seven (7) full-time employees; one (1) Communications Supervisor and six (6) Communications Operators. The Communications Division is the public's first line of contact with the department.

They are responsible for handling all incoming emergency calls for service to the department, including 911 transfers from the Alachua County Sheriff's Office; dispatching and monitoring of radio traffic for all officers responding to and initiating calls for service, as well as walk-ins at the station. While this is but a brief list of their duties and responsibilities, and in no way intended to be all-inclusive, it is important to recognize that the Communications Division is a vital component of the public safety service provided to our citizens. Therefore, in recognition of their significant contributions to the community, staff requests proclaim the week of April 14th - 20th, 2024, as **"National Public Safety Telecommunications Week"** in the City of Alachua, Florida.

FINANCIAL IMPACT: No

ATTACHMENTS:

Description

- ▢ Proclamation Nat'l Public Safety Telecommunications Week 2024



City of Alachua, Florida

Office of Mayor *Gib Coerper*

PROCLAMATION

WHEREAS, the professional Public Safety Telecommunicators in the City of Alachua, Florida play a crucial role in the protection of life, property and delivery of Public Safety Services; and

WHEREAS, each day, City of Alachua, Florida citizens call for help in emergency situations, and the Telecommunicators who answer these calls for help gather essential information and dispatch the appropriate assistance, often making the difference between life and death for persons in need; and

WHEREAS, these well trained, highly dedicated and deeply motivated individuals serve the citizens of the City of Alachua, Florida twenty-four hours a day, seven days a week, and during extreme situations, such as hurricanes, are unable to be with their families to protect their own personal homes and property; and

WHEREAS, these Telecommunicators often do not receive recognition due them by the citizens and agencies who depend on them and benefit from their services; and

WHEREAS, the Congress of the United States has proclaimed its support and recognition to these employees and their profession, and the City of Alachua, Florida Commission wishes to publicly recognize the Telecommunicators who serve the citizens of the City of Alachua, Florida in such a professional manner.

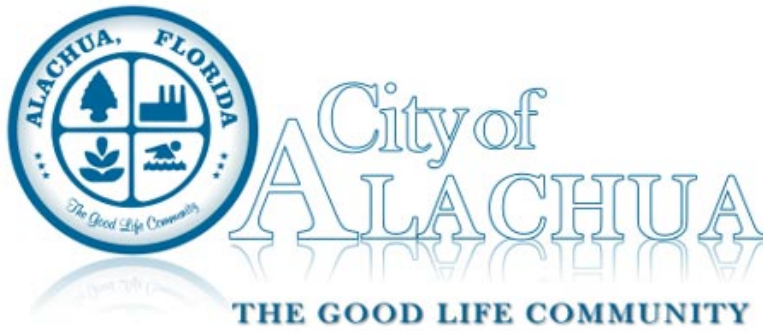
NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, Florida, representing the City and the City Commission, do hereby proclaim **April 14th – 20th, 2024** as

“National Public Safety Telecommunications Week”

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of April, 2024.

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: Earth Day Presentation

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Mayor Coerper to read the proclamation.

Summary

Earth Day was created in 1970 by Senator Gaylord Nelson who wanted to help bring awareness and support for environmental protection around the world. Every year a theme is selected, and the 2024 theme is "Planet vs. Plastics" The theme is designed to persuade businesses, governments, and citizens to commit to a 60% reduction in plastic by 2040.

ATTACHMENTS:

Description

☐ Proclamation



City of Alachua, Florida

Office of Mayor Gib Coerper

PROCLAMATION

WHEREAS, This year marks the 53rd anniversary of Earth Day, which was enacted in 1970 to advocate for a cleaner environment; and

WHEREAS, Earth Day has become a worldwide event and has highlighted some of the most critical environmental issues on the world stage; and

WHEREAS, loss of biodiversity, climate change, and air and water pollution continue to threaten life-support systems locally and globally; and

WHEREAS, it is understood that there are challenges, as well as opportunities, ahead, for working together towards a greener and cleaner future; and

WHEREAS, local governments are at the forefront of tackling these issues through innovation, creativity, and action; and

WHEREAS, Earth Day is an annual reminder of the constant need for environmental activism, stewardship, and a time for renewed commitment toward a more sustainable future.

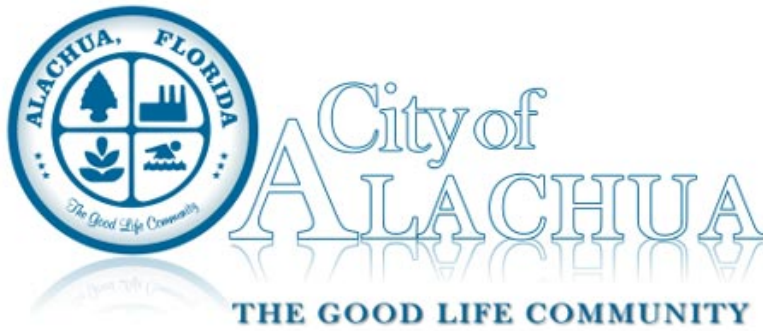
NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **April 22, 2024**, as

Earth Day

IN WITNESS WHEREOF, I have hereunto set my hand this 22th day of April 2024

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: Ordinance 24-08, First Reading: Amending Subpart A, Chapter 4, Alcoholic Beverages, of the City's Code of Ordinances, to permit alcoholic beverages to be sold, served, delivered, or consumed at Legacy Park during certain specified events.

PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:

Staff recommends that the City Commission:

1. Approve Ordinance 24-08 on first reading; and,
 2. Schedule the second and final reading of Ordinance 24-08 for April 22, 2024
-

Summary

Chapter 4 of the City of Alachua Code of Ordinances regulates alcoholic beverages. Specifically, this section regulates the hours of sale, location of sale, and possession of the consumption of alcohol on public and private property.

In July 2015, Chapter 4 of the City's Code of Ordinances was amended to permit alcoholic beverages to be sold, served, delivered, and consumed at the Swick House when the facility has been rented for a private event, such as for wedding receptions. Prior to this amendment, alcoholic beverages were prohibited from being sold, served, delivered to another, or consumed in any municipal park or recreation area and on any municipally leased, operated, or controlled property or area, including public right-of-way.

In February 2018, Chapter 4 was amended to permit alcoholic beverages to be sold, served, delivered to another, and consumed during certain specified events at Alan Hitchcock Park (a/k/a Theatre Park) and the Legacy Park Multipurpose Center.

Phase 2 of Legacy Park, which included the addition of three (3) multipurpose sports fields and the amphitheater, was completed in 2020. Since this time, the City has received numerous requests to host events at Legacy Park where alcoholic beverages may be sold, served, delivered, or consumed. To address this interest, Staff proposes to amend Section 4-4 of Article 4 of the Code of Ordinances to include the Legacy Park property as a designated City property where alcoholic beverages may be sold,

served, delivered, or consumed. This amendment would permit the sale, service, delivery, and consumption of alcoholic beverages during events requiring a Special Event Permit pursuant to Sections 2.4.13 and 4.6 of the Land Development Regulations or under the following conditions:

1. For individual personal consumption at a fundraising event sponsored by a governmental entity;
 2. For individual personal consumption by a not-for-profit entity that charges admission for the event but does not charge for the delivery of alcoholic beverages; or
 3. As permitted in accordance with a duly executed rental agreement which specifies such terms and conditions and permits the sale, service, or delivery for individual personal consumption during the period of the rental agreement.
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ATTACHMENTS:

Description

- ▢ Ordinance 24-08
- ▢ Public Notice Materials for the 4/8/24 City Commission Hearing

ORDINANCE 24-XX

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S CODE OF ORDINANCES; AMENDING SECTION 4-4 OF SUBPART A, CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE CITY OF ALACHUA CODE OF ORDINANCES TO PERMIT ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, DELIVERED, OR CONSUMED AT LEGACY PARK FOR CERTAIN SPECIFIED EVENTS; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of Alachua (the "City") desires to encourage economic development, economic growth, and to improve the quality of life for the residents and visitors of the City; and,

WHEREAS, the Subpart A, Chapter 4, of the City Code of Ordinances establishes regulations pertaining to alcoholic beverages; and,

WHEREAS, such regulations pertain to the hours of sale, licensure, and the possession and consumption of alcoholic beverages on public property and within right-of-ways; and,

WHEREAS, Section 4-4 of Subpart A, Chapter 4, of the City Code of Ordinances permits alcoholic beverages to be sold, served, delivered, or consumed at certain designated municipally owned parks, recreation areas, or properties; and,

WHEREAS, the Legacy Park Multipurpose Center was completed in 2018; and,

WHEREAS, in 2018 the City Commission amended Subpart A, Chapter 4, of the City Code of Ordinances to permit alcoholic beverages to be sold, served, delivered, or consumed within the Legacy Park Multipurpose Center, located at Legacy Park;

WHEREAS, in 2020 Phase 2 of Legacy Park was completed; and,

WHEREAS, since 2020 the City has received numerous requests to host events at Legacy Park and such events would include the sale, service, delivery, or consumption of alcoholic beverages on the Legacy Park property; and,

WHEREAS, the City finds it to be within its police powers to establish regulations for alcoholic beverages when sold, served, delivered, or consumed during temporary events and special events to ensure the protection of the health, safety, and welfare of the general public; and,

WHEREAS, the City advertised public hearings to be held before the City Commission on March 28, 2024 and on April 11, 2024; and

WHEREAS, the City Commission conducted public hearings on the proposed Amendment on April 8, 2024 and April 22, 2024 and provided for public participation at both public hearings; and,

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, that the Alachua City Commission finds and declares that the enactment of this Amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare;

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. Interpretation of Recitals

The above recitals are true and correct and incorporated in this ordinance.

Section 2. Findings of Fact and Conclusions of Law

The authority for the enactment of this ordinance is Chapter 163, Florida Statutes; Sections 166.021 and 166.041; and the City's Comprehensive Plan.

Section 3. Amendment to the City Code of Ordinances

The proposed Amendment to the City Code of Ordinances is attached as Exhibit "A" and is hereby incorporated herein by reference.

Section 4. Codification of and Correction of Scrivener's Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical errors which do not affect the intent of this ordinance. A corrected copy shall be posted in the public record.

Section 5. Ordinance to be Construed Liberally

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the City of Alachua, Florida.

Section 6. Repealing Clause

All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 7. Severability

It is the declared intent of the City Commission of the City of Alachua that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 7. Effective Date

This ordinance shall take effect immediately upon its adoption by the City Commission and the signature of the Mayor.

Passed on First Reading the 8th day of April 2024.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this 22nd day of April 2024.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney

EXHIBIT “A”

Chapter 4 of the City Code of Ordinances is amended as follows (text that is underlined is to be added and text that is shown as ~~striethrough~~ is to be removed). Except as amended herein, the remainder of Chapter 4 remains in full force and effect:

Sec. 4-4. Possession or consumption on public or private property.

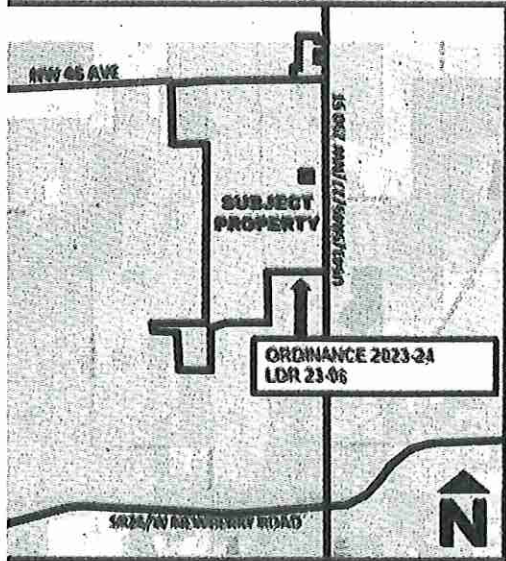
- (a) Except as specifically permitted as set forth in Section 4-4(c), Section 4-3, or as authorized by a special event permit issued in accordance with Sections 2.4.13 and 4.6 of the Land Development Regulations, it shall be unlawful for any person to sell, serve, deliver to another, consume or to have in his or her possession any alcoholic beverage in a municipal park or recreation area or at or on any municipally owned, leased, operated or controlled property or area.
- (b) Except as specifically permitted as set forth in Section 4-3, Section 4-4(c), or as authorized by a special event permit issued in accordance with Sections 2.4.13 and 4.6 of the Land Development Regulations, it shall be unlawful for any person to consume or have in his possession any alcoholic beverage in an open container on any public street, thoroughfare, sidewalk, or on any public parking facilities in the City; nor shall any person consume or have in his possession any alcoholic beverage in an open container on any private property, except as a lawful guest and with the consent of the owner and person in charge of such private property.
- (c) The prohibition of selling, serving, delivering to another, consumption or possession of alcoholic beverage on municipally owned park, recreation area, or property as set forth in Section 4-4(a) shall not apply to the following municipally owned parks, recreation areas, or properties: The Swick House facility, located at 15010 NW 142 Terrace; Alan Hitchcock Park, also known as Theatre Park, located at 14894 Main Street; or Legacy Park and the Legacy Park Multipurpose Center, located at 15400 Peggy Road. The provisions of this section shall be applicable during an event for which one of the municipally owned parks, recreation areas, or facilities as described in this section are facility is rented used in accordance with the following:
 - (1) Sale, service, or delivery of any alcoholic beverage for individual personal consumption at a fundraising event sponsored by a governmental entity;
 - (2) Sale, service, or delivery of any alcoholic beverage for individual personal consumption by a not for profit entity that charges admission for the event but does not charge for the delivery of alcoholic beverages; or
 - (3) As permitted in accordance with a duly executed rental agreement which specifies such terms and conditions and permits the sale, service, or delivery for individual personal consumption during the period of the rental agreement.

...mments objections and recommendations regarding
posed amendments to the Official Zoning Atlas of the City
Newberry will be heard at a public hearing on Monday,
ril 15, 2024, at the City Commission meeting starting at
10 p.m. in the City Hall at 25440 West Newberry Road
Newberry, Florida. A copy of said ordinance(s) may be
pected by any member of the public at the Office of the
erk of the Commission in the City Hall, Newberry, Florida.
the aforementioned public hearing, all interested parties
y appear and be heard with respect to the proposed
inance(s).

EM 1: Ordinance 2023-24/LDR 23-06, an application
Patrice Boyes, Esq. and CHW Professional Consultants,
ent, on behalf of Norfleet Properties, LLLP; E.D. Norfleet
Sons, Inc.; E.D. Norfleet, Jr. and Phyllis Norfleet; E.D.
nfleet III; Katrina Bill; and, Norfleet Construction Co.,
ners, to amend the Zoning Atlas of the City of Newberry
m Agricultural (A) to Planned Development (PD) for a
ject known as NC Ranch Planned Development, consisting
approximately 1,293 acres; identified by Alachua County
x Parcel Numbers 01838-000-000, 01844-000-000, 01845-
0-000, 01845-002-000, 01875-002-000, 01877-000-000,
877-001-001, 01878-000-000, 01892-001-001, 01892-
1-016, 01894-001-002, and a portion of 01875-000-000
101875-001-000.

**ORDINANCE NO. 2023-24
LDR 23-06**

AN ORDINANCE OF THE CITY OF NEWBERRY,
FLORIDA, RELATING TO THE AMENDMENT
OF THE OFFICIAL ZONING ATLAS FOR THE
REZONING OF 1293 ACRES, MORE OR LESS,
PURSUANT TO A REQUEST TO AMEND THE
OFFICIAL ZONING ATLAS OF THE CITY
OF NEWBERRY LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR REZONING
APPROXIMATELY 1,293 ACRES FROM
AGRICULTURAL (A) ZONING DISTRICT TO
PLANNED DEVELOPMENT (PD) ZONING
DISTRICT ON CERTAIN LANDS WITHIN
THE CORPORATE LIMITS OF THE CITY OF
NEWBERRY, FLORIDA; ALACHUA COUNTY TAX
PARCELS 01838-000-000, 01844-000-000, 01845-
000-000, 01845-002-000, 01875-002-000, 01877-000-
000, 01877-001-001, 01878-000-000, 01892-001-001,
01892-021-016, 01894-001-002, AND A PORTION OF
01875-000-000 AND 01875-001-000; PROVIDING
SEVERABILITY; REPEALING ALL ORDINANCES
IN CONFLICT; AND PROVIDING AN EFFECTIVE
DATE.



...lic hearings may be continued to one or more future
es. Any interested party shall be advised that the date,
e and place of any continuation of a public hearing shall
announced during the public hearing and that no further
ice concerning the matter will be published, unless said
tinuation exceeds six calendar weeks from the date of the
re referenced public hearing.

Dayna Miller, Commissioner Jennifer Blalock. NOT PICTURED: Senior Accountant Regina Keed.

Alachua County Today
No Gossip, just News - 386.462.3355



**City of
ALACHUA**

**PUBLIC NOTICE OF
ENACTMENT OF AN
ORDINANCE OF THE
CITY OF ALACHUA,
FLORIDA**

Notice is hereby given that the City Commission of the
City of Alachua will hold a public hearing on a proposed
ordinance. The hearing will be held on April 8, 2024 at
6:00 p.m., in the James A. Lewis Commission Chambers
in City Hall, located at 15100 NW 142nd Terrace, Alachua,
Florida.

The ordinance title is as follows:

ORDINANCE 24-08

**AN ORDINANCE OF THE CITY OF ALACHUA,
FLORIDA, RELATING TO THE AMENDMENT
OF THE CITY'S CODE OF ORDINANCES;
AMENDING SECTION 4-4 OF SUBPART A,
CHAPTER 4, ALCOHOLIC BEVERAGES,
OF THE CITY OF ALACHUA CODE OF
ORDINANCES TO PERMIT ALCOHOLIC
BEVERAGES TO BE SOLD, SERVED,
DELIVERED, OR CONSUMED AT LEGACY
PARK DURING CERTAIN SPECIFIED
EVENTS; PROVIDING A REPEALING
CLAUSE; PROVIDING SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

At the public hearing, all interested parties may appear
and be heard with respect to the ordinance. Copies of the
ordinance are available for public inspection at the Planning
and Community Development Department, 15100 NW
142nd Terrace, Alachua, Florida, on any regular business
day between the hours of 7:30 a.m. to 6:00 p.m. Written
comments on the ordinance may be sent to the following
address: City of Alachua, Planning and Community
Development, P.O. Box 9, Alachua, FL 32616. Notice is
given pursuant to Section 286.0105, Florida Statutes, that,
in order to appeal any decision made at the public hearing,
you will need a record of the proceedings, and that, for
such purpose, you may need to ensure that a verbatim
record of the proceedings is made, which includes the
testimony and evidence upon which the appeal is to be
based. In accordance with the Americans with Disabilities
Act, any persons with a disability requiring reasonable
accommodation in order to participate in this meeting
should call the City Clerk at (386) 418-6100 x 1501 at least
48 hours prior to the public hearing.

(Published: Alachua County Today - March 28, 2024)

Advertisement for

The Gainesville Housing Authority (GHA)
bids for the following project:

Plumbing Services for GHA Properties F

All bidders are invited to attend a Pre-bid
10:00 a.m., Thursday, March 28, 2024 at
Street - Main Office; Gainesville, FL 32641.

**Bids are to be submitted no later than 5:
time, Friday, April 5, 2024.** All bids receive
or prior will be publicly opened and read
Main Office located at 1900 S.E. 4th Stree
FL 32641.

How to Obtain Bid Document

Contract documents (plans and specificati
obtained by General Contractors via Demand
demandstar.com or by emailing Vince Marin
gnvha.org. Electronic documents are availabl

Questions regarding bid solicitation must b
writing to Gainesville Housing Authority, 19
- Main Office; Gainesville, FL 32641 or via c
Daniels at Procurement@gnvha.org.

The provisions of Section 3, Davis Bacon
Acts will apply to the entire Scope of Work. I
upon the bidders to know and understand th
prior to bidding.



(Published: Alachua County Today - March 2
March 28, 2024)

Advertisement for

The Gainesville Housing Authority (GHA)
bids for the following project:

**Lead Risk Assessment Services for GHA
RFP 2024-06**

All bidders are invited to attend a Pre-bid c
10:00 a.m., Thursday, April 4, 2024 at 1900 S
- Main Office; Gainesville, FL 32641.

**Bids are to be submitted no later than 5:
time, Friday, April 12, 2024.** All bids rec
p.m. or prior will be publicly opened and read
Main Office located at 1900 S.E. 4th Street
FL 32641.

How to Obtain Bid Document

Contract documents (plans and specificati
obtained by General Contractors via Demand
demandstar.com or by emailing Vince Marin
gnvha.org. Electronic documents are availabl

Questions regarding bid solicitation must
digitally to Gainesville Housing Authority, 1
St. - Main Office; Gainesville, FL 32641 th
demandstar.com or via email to Vince Marin
gnvha.org

The provisions of Section 3, Davis Bacon /
Acts will apply to the entire Scope of Work. It
upon the bidders to know and understand the
prior to bidding.



(Published: Alachua County Today - March 28
April 4, 2024)



People share what they love about Florida’s water on Monday as part of the lounge area of the Florida Museum’s new “Water Shapes Florida” exhibit. ALAN FESTO/THE GAINESVILLE SUN

Museum

Continued from Page 1A

top and around the cave have been thoroughly cleaned, including the taxidermy animals, trees and plants. Inside the cave, she said, broken stalactites were repaired along with other parts that had just worn down over the years.

“Primarily, the best changes to the cave and the hammock are the fantastic lighting and audio additions because it just adds that extra layer of magic and makes it a more immersive experience,” MacMahon said of the exhibit, which also has been upgraded to comply with current ADA standards.

Following the cave, guests enter the Water Lab, a hands-on gallery that explores the Floridan aquifer and the biodiversity of the flora and fauna that are supported by Florida’s aquatic environments.

The next room is where visitors will find the replica of the glass-bottom boat, which MacMahon said was designed using the state park’s architectural drawings.

The glass-bottom boat show, which begins about every 15 minutes, gives visitors a virtual ride down the Silver River. The boat is named in honor of Silver Springs boat Capt. Oscar Collins, who navigated the waterway for more than 50 years before retiring in 2023.

“It still has that flavor of a traditional boat ride in terms of a friendly and very accessible narration by a boat captain, but it’s also more scientifically based,” MacMahon said.

The exhibit concludes in the Recharge Lounge, a

“Water is Florida’s most important resource and we wanted to do this exhibit to help people understand that their drinking water comes from beneath their feet, and that what we take out of the aquifer and what we put back into the aquifer are really critical for Florida’s future.”

Darcie MacMahon
 Museum’s director of exhibits and public programs

space with lots of comfortable seating as well as some more interactive fun. The lounge also includes a changing exhibit that will feature the latest science topics and water-related research.

“Water is Florida’s most important resource and we wanted to do this exhibit to help people understand that their drinking water comes from beneath their feet, and that what we take out of the aquifer and what we put back into the aquifer are really critical for Florida’s future,” MacMahon said.

The Florida Museum is open Monday through Saturday from 10 a.m. to 5 p.m., and Sundays from 1 to 5 p.m. General admission is free; however, a fee is required for specialty exhibits and the Butterfly Rainforest.

Tax

Continued from Page 1A

homeowners. I believe every little bit helps. Over \$500 million in tax cuts for property insurance and flood insurance premiums are important for families who are trying make ends meet as our insurance market strengthens.”

Florida sales tax holidays for 2024 include:

Florida back-to-school sales tax holiday

A 14-day back-to-school sales tax holiday is proposed from July 29 to Aug. 11, 2024, for clothing, footwear, and backpacks costing \$100 or less, school supplies costing \$50 or less, learning aids costing \$30 or less, and personal computers or computer-related accessories, including non-recreational software, costing \$1,500 or less.

A second back-to-school sales tax holiday for a school year, which was in place for the 2023-2024 school year, is not part of the proposal.

Florida disaster preparedness sales tax holiday

House Bill 7073 establishes two 14-day disaster preparedness sales tax holidays. The first runs from June 1 through June 14. Hurricane season begins June 1.

The second 14-day tax holiday would run from Aug. 24 through Sept. 6. The busiest months of hurricane season are August through October, with the peak occurring Sept. 10. Forecasters already are predicting a very active Atlantic hurricane season.

The tax holiday helps Florida residents by eliminating sales tax for some disaster preparedness supplies, including flashlights and lanterns costing \$40 or less; reusable ice costing \$20 or less; radios costing \$50 or less; tarps and ground anchors or tie down kits costing \$100 or less; coolers and portable power banks costing \$60 or less; batteries and fuel tanks costing \$50 or less; smoke detectors, fire extinguishers, and carbon monoxide detectors costing \$70 or less; and generators costing \$3,000 or less.

The tax holiday also includes several items related to the safe evacuation of household pets.

Freedom Month is sales tax holiday on recreational items

From July 1 through July 31, purchases of admissions to music, sporting, and cultural events; tickets to movies and museums; single admission or season

tickets to theater and dance performances; state park admission and annual passes; and use of fitness facilities will be tax free.

Tickets, memberships and passes purchased during this time for use any time from July 1 through Dec. 31 would be tax free.

The month-long summer sales tax holiday also applies to sales of certain boating and water activity equipment and supplies, camping equipment and supplies, fishing equipment and supplies, electric scooters, general outdoor supplies (including sunglasses, sunscreen, and grills), and residential pool chemicals, supplies and parts.

Skilled worker sales tax holiday on tools

A seven-day sales tax holiday is proposed for Sept. 1 through Sept. 7 for tools used by skilled trade workers.

Tax-free items include certain hand tools costing \$50 or less and power tools costing \$300 or less, work boots costing \$175 or less and many other pieces of safety equipment, as well as certain shop lights, toolboxes and belts, and plumbing and electrical equipment.

Property insurance tax relief for homeowners

HB 7073 includes a one-year relief for residential property insurance policyholders, covering the cost of insurance premium tax and the State Fire Marshal assessment for residential property insurance policies written between Oct. 1, 2024, and Sept. 30, 2025, for a 12-month coverage period.

The bill also includes a one-year insurance premium tax relief on flood insurance policies, reducing the cost of flood insurance policies written between Oct. 1, 2024, and Sept. 30, 2025.

Florida toll relief program for high-use customers

HB 5001, the General Appropriations Act, accounts for \$450 million for a statewide toll relief program to be developed by the Department of Transportation.

Toll relief will be provided for certain high-use customers from April 2024 until March 2025.

Customers using a Florida-issued transponder who use Florida’s Turnpike System and other toll facilities in the state are eligible.

Customers who engage in 35 or more toll transactions in a month would receive a 50 percent credit.

NATION & WORLD BRIEFS

Trump gagged ahead of start of New York hush money trial

Former President Donald Trump has been blocked from publicly commenting about the participation of potential witnesses, such as adult film actor Stormy Daniels and former Trump lawyer Michael Cohen, in his New York criminal hush money case.

The Tuesday gag order from Judge Juan Merchan also bars Trump from publicly commenting on court staff and prosecution lawyers other than Manhattan District Attorney Alvin Bragg if the comments are meant to significantly interfere with their work in the case. Merchan extended that protection to the family members of staff and lawyers as well, and he blocked Trump from making any public comments about prospective and actual jurors.

The order comes one day after Merchan scheduled the criminal trial to start on April 15.

Bragg’s office had asked for a gag order to protect potential witnesses and jurors, arguing that Trump had “a long history of making public and inflammatory remarks” about people in other lawsuits.

It’s not the first gag order Trump has faced as his legal cases have mounted. Trump was also hit with a gag order in his New York civil fraud case. And his speech was restricted through an order in his federal election interference case that was later upheld.

Window

Continued from Page 1A

this month this has happened,” he wrote. “This has no place in our diverse city. Fear will not slow our commitment to our values.”

This is the second such vandalization this month. Earlier in March a person vandalized the Old Library Building next to City Hall, leaving a note expressing racist views and condemning DEI initiatives.

Ward encouraged visitors and employees at City Hall to remain vigilant and to report any suspicious activity to the Gainesville Police Department.

He also said that the note will not deter his and the city’s efforts surrounding diversity, equity and inclusion.

“I want that person to know that my fellow commissioners and I will continue to do what the people elected us to do. A broken window and ugly note will not shake our resolve. We will stay on course and do the work,” Ward wrote. “As I said previously, as elected leaders, we denounce all forms of discrimination, harassment and racial violence. We believe – I believe – that all people have the right to live and work without fear and intimidation and we will protect that right.”

PUBLIC NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

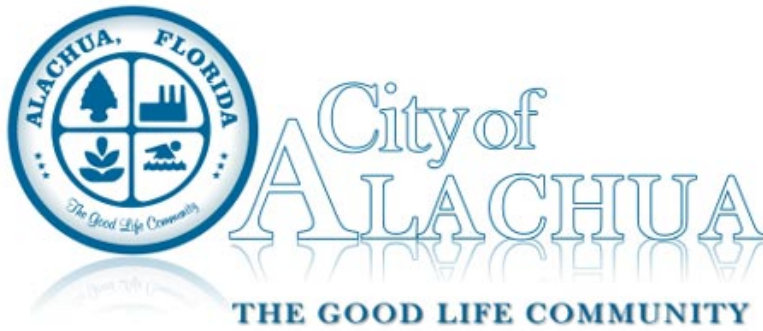
Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on a proposed ordinance. The hearing will be held on April 8, 2024 at 6:00 p.m., in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 24-08

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY’S CODE OF ORDINANCES; AMENDING SECTION 4-4 OF SUBPART A, CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE CITY OF ALACHUA CODE OF ORDINANCES TO PERMIT ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, DELIVERED, OR CONSUMED AT LEGACY PARK DURING CERTAIN SPECIFIED EVENTS; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the ordinance. Copies of the ordinance are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the ordinance may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: Purchase of Musco Lighting for the Hal Brady Recreation Center and Legacy Park

PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:

1. Accept the quote from Musco Sports Lighting, LLC.
 2. Authorize the City Manager to issue a Purchase Order to Musco Sports Lighting, LLC in the amount of \$1,122,250.00 to complete the new lighting project at the HBRC and Legacy Park fields.
-

Summary

The City of Alachua's Recreation and Culture Department serves our Good Life Community offering year-round sporting activities and hosting special sporting and cultural community events.

The City, piggybacking under Sourcewell Solicitation Number RFP #041123 (awarded to Musco Sports Lighting, LLC (Musco) through June 16, 2027) requested a quote from Musco to provide and install new lighting at the Hal Brady Recreation Center (HBRC) and Legacy Park.

The total price quoted is \$1,122,250.00 and would be funded by the Wild Spaces and Public Places (WSPP) Fund.

This quote is broken down as follows:

- A) HBRC softball complex and soccer/multipurpose field - \$917,000.00
- B) Legacy Park Field 1: \$205,250.00

Staff recommends moving forward with Musco proposal.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT:\$1,122,250.00

FUNDING SOURCE:Other

ADDITIONAL FINANCIAL INFORMATION:

Funding would be from the Wild Spaces and Public Places Fund but would require a short-term (less than 1 year) interfund loan from the General Fund of under \$400,000.00.

COMMISSION GOALS:

Quality of Life, Community Enhancement

ATTACHMENTS:

Description

- ▣ Alachua HBRC and Legacy Quote
- ▣ Lighting Plan Layout
- ▣ Sourcewell Contract - Musco Sports Lighting, LLC

Quote

Date: 2/15/2024
Expiration date: 6/15/2024
To: Damon Messina

Project: Alachua Hal Brady Recreation Center and Legacy Soccer
Alachua, FL
Musco Project Number: 187048

Quotation Price – Materials Delivered to Job Site and Installation

Lighting

Fields 1-3 – 200' radius Ballfields

Field 4 – 200' radius Ballfield/Multipurpose

Total\$917,000.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc on the infield and 30fc on the outfield and uniformity of 2.0:1.0 on the infield and 2.5:1.0 on the outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 92 Factory aimed and assembled luminaires, including BallTracker® luminaires
- 16 Galvanized steel poles
- 16 Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Environmental Light Control

- Reduction of spill light and glare by 50% or more.

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25-years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- 10-year materials warranty, with onsite labor included for Cree fixtures

Supplemental Lighting

- 4 OSQ area luminaires

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]



Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 130mph mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Legacy Soccer

Project Number: 187048

Quotation Price – Materials Delivered to Job Site and Installation

Lighting

Soccer Field 360'x225'

Total\$205,250.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc on the outfield and uniformity of 2.0:1.0 on the field.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaries,
- 2 Galvanized steel poles
- 20 Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection



Quote

Environmental Light Control

- Reduction of spill light and glare by 50% or more.

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25-years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

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Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 130mph mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com





ENGINEERED DESIGN By: Brayton Carter · File #187048A · 19-Sep-23

Pole location(s) ⬆ dimensions are relative to 0,0 reference point(s) ⊗

Alachua Babe Ruth Complex Phase 1 Alachua, FL

EQUIPMENT LAYOUT

INCLUDES:

- Field 1
- Field 2
- Field 3
- Field 4

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		MOUNTING HEIGHT	Luminaire		QTY
		SIZE	GRADE ELEVATION		TYPE	1/1*	
2	A1-A2	60'	-	15.5'	TLC-BT-575	1	1/1*
				40'	CREE OSQ	1	
2	A3-A4	60'	-	15.5'	TLC-BT-575	1	1
				40'	CREE OSQ	1	
2	A5-A6	60'	-	15.5'	TLC-BT-575	1	1
				40'	TLC-BT-575	1	
3	B1-B2, B5	70'	-	15.5'	TLC-BT-575	1	1
				70'	TLC-BT-575	1	
2	B3-B4	70'	-	15.5'	TLC-BT-575	1	1
				70'	TLC-BT-575	1	
1	B6	70'	-	15.5'	TLC-BT-575	1	1
				70'	TLC-BT-575	1	
1	B7	70'	-	15.5'	TLC-BT-575	1	1/1*
				70'	TLC-BT-575	1	
1	C1	60'	-	15.5'	TLC-BT-575	2	2
2	C2-C3	60'	-	15.5'	TLC-BT-575	2	2
				60'	TLC-BT-575	2	
15	TOTALS					96	

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (30 min power factor)	Line Amperage Per Luminaire (max draw)						
	208	240	277	347	380	480	
Single Phase Voltage	4.8	5.7	6.5	8.1	9.0	11.3	
TLC-BT-575	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	5.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-BT-575	8.4	7.9	7.3	6.1	5.0	4.4	3.6
TLC-BT-575	6.9	6.5	6.0	5.2	4.3	3.8	3.0
TLC-BT-575	3.2	3.0	2.8	2.4	1.9	1.8	1.4
Cree OSQ	-	-	-	-	0.3	-	0.2



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EQUIPMENT LAYOUT

Alachua Legacy Park Soccer

Alachua, FL

EQUIPMENT LAYOUT

INCLUDES:

- Soccer 1
- Soccer 2
- Soccer 3

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

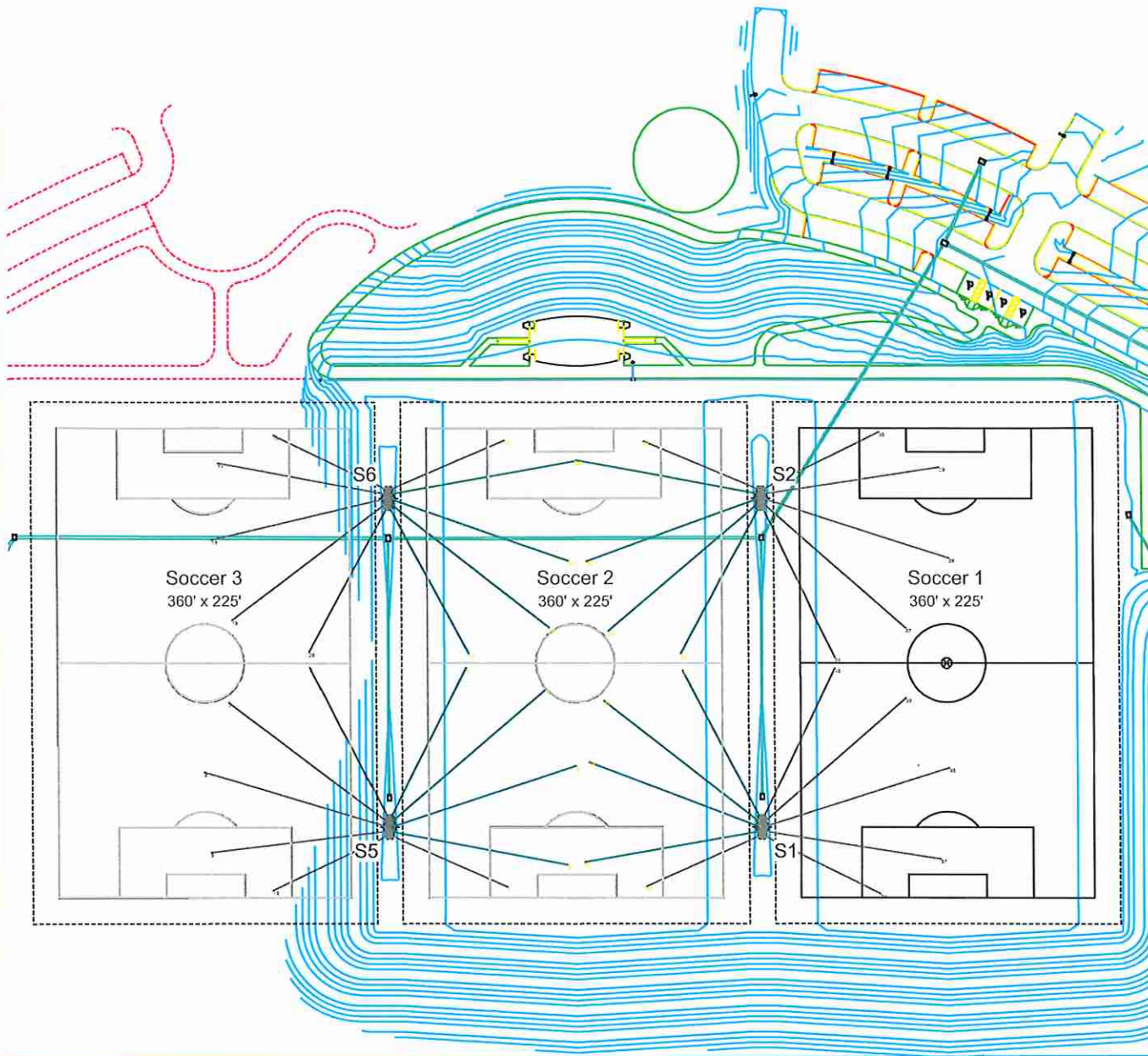
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
4	S1-S2 S5-S6	70'	-	70'	TLC-LED-1500	5/5*
4	TOTALS					40

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500		8.5	8.1	7.4	6.4	5.1	4.7	3.7



SCALE IN FEET 1 : 120



Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \otimes

ENGINEERED DESIGN By: C.Lamberson • File #162130D-prod • 19-Feb-20



We Make It Happen.

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EQUIPMENT LAYOUT



Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Tuesday February 21, 2023 07:22:41
Submitted On: Monday April 10, 2023 10:57:03
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address: 216.248.100.66

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally.</p> <p>Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games.</p> <p>Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.</p> <p>Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few.</p> <p>Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.</p> <p>Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.</p> <p>Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.</p>
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.</p> <p>American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022)</p> <p>Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021)</p> <p>NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018)</p> <p>David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018)</p> <p>Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012)</p> <p>Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993)</p> <p>Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985)</p> <p>Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)</p>
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Fairfax County Park Authority	Paul Shirey	703-324-8738
Denver Public Schools	Josh Griesbach	720-423-1913
University of Iowa	Laura Hawks	319-467-1626

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached.</p> <ul style="list-style-type: none"> • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions <p>Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications.</p> <p>Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems.</p> <p>Product:</p> <ul style="list-style-type: none"> • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. <p>Manufacturing:</p> <ul style="list-style-type: none"> • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. <p>Office:</p> <ul style="list-style-type: none"> • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warranted period.</p> <p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.</p> <p>The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts.</p> <ul style="list-style-type: none"> • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program.</p> <p>SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Wednesday March 15, 2023 15:13:04
 - [Standard Transaction Document Samples](#) - Document Samples.zip - Wednesday March 15, 2023 15:13:17
 - [Upload Additional Document](#) - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

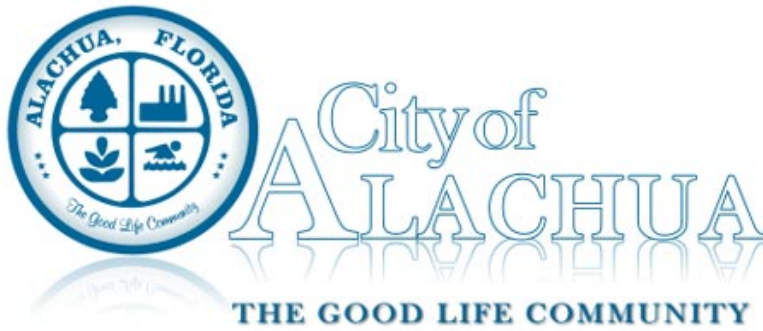
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	<input checked="" type="checkbox"/>	1



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: RFB 2024-01 Alachua West Wastewater Improvement Project Award

PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:

1. Accept the bid from GWP Construction Inc. in the amount of \$1,137,069.30.
 2. Authorize the City Manager to enter into a contract with GWP Construction Inc. to complete the work as needed under the provisions of RFB 2024-01.
-

Summary

On January 31, 2024, the City solicited formal bids from qualified vendors to furnish all labor, materials, services, expenses, equipment, direct and indirect costs, lump sum price to construct approximately 9,000 linear feet of pressurized Wastewater Main and improve the existing lift stations under the Alachua West Wastewater Improvement Project.

The City has received a Florida Department of Environmental Department (FDEP) grant of \$850,000 of which \$150,000 is going to engineering leaving the remaining \$700,000 available for a portion of the construction cost.

The City received two (2) bids in response to RFB 2024-01.

Qualified bids were received from:

Art Walker Construction, Inc. in the amount of \$1,924,300.50

GWP Construction Inc. in the amount of \$1,137,069.30

Staff is recommending award of the contract to GWP Construction as the lowest responsive and responsible bidder.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

DESCRIPTION:

AMOUNT:\$1,137,069.30

FUNDING SOURCE:Grants, Waste Water Fund

COMMISSION GOALS:

Economic Development, Quality of Life

ATTACHMENTS:

Description

- ☐ Bid #1 - Art Walker Construction, Inc. Bid Form
- ☐ Bid #2 - GWP Construction, Inc. Bid Form
- ☐ Construction Contract - GWP Construction, Inc.

EXHIBIT C

Page 1 of 1

**LUMP SUM
BID FORM**

Contractor/Bidder shall provide a **LUMP SUM BID** in the format shown below. This price structure includes all labor, materials, services, expenses, equipment, direct and indirect costs to complete the project. No additional compensation will be paid to complete the work.

SCOPE OF WORK

LUMP SUM PRICE

Demolition and Construction in accordance with the Contract documents	\$ 1,924,300.50
---	-----------------

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Addenda

Contractor/Bidder must attach and acknowledge receipt, by the number and date of all addenda published by the Owner as part of this bid.

Addenda No.	Date
1	February 8, 2024
2	February 8, 2024
3	February 8, 2024
4	February 15, 2024
5	March 4, 2024

Authorized Signature

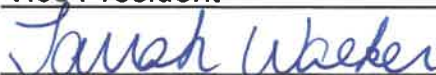
Name of Firm:	Art Walker Construction, Inc.
Name of Authorized Representative:	Tarrah Walker
Title of Authorized Representative:	Vice President
Signature of Authorized Representative:	

EXHIBIT C

Page 1 of 1

LUMP SUM
BID FORM

Contractor/Bidder shall provide a LUMP SUM BID in the format shown below. This price structure includes all labor, materials, services, expenses, equipment, direct and indirect costs to complete the project. No additional compensation will be paid to complete the work.

SCOPE OF WORK

LUMP SUM PRICE

Demolition and Construction in accordance with the Contract documents	\$ 1,137,069.30
---	-----------------

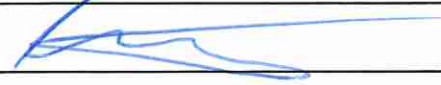
This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Addenda

Contractor/Bidder must attach and acknowledge receipt, by the number and date of all addenda published by the Owner as part of this bid.

Addenda No.	Date
1	2/8/24
2	2/8/24
3	2/8/24
4	2/15/24
5	3/4/24

Authorized Signature

Name of Firm:	GWP Construction, Inc.
Name of Authorized Representative:	Garrett Stewart
Title of Authorized Representative:	Vice-President
Signature of Authorized Representative:	

**CONSTRUCTION CONTRACT
LUMP SUM PRICE
BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACT is by and between City of Alachua, a municipality in Alachua County, Florida (Owner) and GWP Construction, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – THE PROJECT

1.01 The Project and Work under the Contract Documents (see Article 9) are described as follows:

- A. The Name of the Project is "Alachua West Wastewater Improvement Project as described more completely in Exhibit A.
- B. A signed and sealed copy of the Construction Plans, Geotechnical Site Exploration Report and CSX General Notes(Bore & Jack), Exhibit A.
<https://owncloud.cityofalachua.org/index.php/s/MvnMFIPA8TloedS>
- C. The Project is to construct approximately 9,000 linear feet of a pressurized Wastewater Main and improve the existing lift stations as described in the identified Contract Documents.
- D. Contractor shall furnish all necessary equipment, supervision, labor, materials, tools, and incidentals necessary to complete the Work as specified in the Contract Documents.

ARTICLE 2 – WORK

2.01. All work shall be performed in accordance with this Contract, also incorporated in RFB 2024-01, including Contract Exhibit A (Technical Specializations and Drawings), Contract Exhibit B (General Conditions) and balance of Contract Terms and Conditions.

ARTICLE 3 – OWNER REPRESENTATIVE

3.01 Assistant City Manager Rodolfo Valladares, P.E. has been designated by owner to assume all duties and responsibilities and have the rights and responsibilities assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, including but not limited to substantial completion and completion and readiness for final payment as stated in the Contract Documents, are of the essence.

- B. Contract Times are calculated and shall begin to run on delivery of the Notice to Proceed (NTP) and corresponding Purchase Order (PO) and expire at 4 p.m. project time.
- C. No work shall begin until delivery of both NTP and PO.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before 181 calendar days from Notice to Proceed and corresponding date of receipt of Owner Purchase Order and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions, attached and incorporated as Exhibit B, on or before 211 calendar days from Notice to Proceed and Purchase Order.

4.03 *Hours of Work*

- A. Work shall not be conducted on Fridays, Saturdays, Sundays or on holidays observed by the City, or outside the regularly scheduled work days defined as Monday through Thursday from 8:00 a.m. to 4:30 p.m. unless the City, in its discretion, determines the interests of the public otherwise so demand or require. Should the Contractor find it necessary to work outside the regularly scheduled work days or time, the Contractor shall submit written notice and obtain City approval a minimum of 48 hours in advance. A Change Order is required to extend contract completion dates.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE (LUMP SUM)

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
 - A. For all Work, a Lump Sum of: U.S. \$1,137,069.30 as established and set forth on the attached and incorporated Exhibit C. There are no cash allowances included in the above price.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment on Application for Payment form in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, less retainage of five (5) percent, and less such amounts as Owner may determine necessary to withhold, including but not limited to liquidated damages in accordance with Paragraph 14.02 of the General Conditions. If the Total Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with and as provided in F.S. 218.735, Local Government Prompt Payment Act.

ARTICLE 8 – CONTRACTOR REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations and assurance:

- A. Contractor has examined and carefully studied the Contract Documents and all

related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Specifically, Contractor is solely responsible for familiarization with and meeting the City of Alachua Standards for Water & Wastewater, and the electrical standards outlined in the city manual found online at the City website www.cityofalachua.com/index.php/public-works.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Contractor shall be solely responsible for coordinating with all utility providers.
- F. Contractor is responsible for all MOT and coordination including any requirements of the City of Alachua and CSX Transportation, Inc., see Exhibit A.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Based on the information and observations referred to in Paragraph 8.01 A, B, C, D, E, F, G and H above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- I. Contractor has given Owner written notice of any and all conflicts, errors, ambiguities, or discrepancies, if any, that Contractor has discovered in the Contract Documents, and any written resolution thereof by Owner is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor certifies it is familiar and complied with the requirements of Florida Statute 255.04, Preference to home industries in building Public Buildings in preparing its bid and plan to complete the herein described Scope of Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *This Agreement plus Exhibits:*

A. EXHIBITS

- A Exhibit A found at, <https://owncloud.cityofalachua.org/index.php/s/MvnMFIPA8TloedS> Construction Plans, Geotechnical Site Exploration Report and CSX General Notes (Bore & Jack). A printed, signed and sealed copy of Exhibit A is on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- B General Conditions
- C Contract Price (Lump Sum Bid Form)
- D Insurance Requirements
- E Notice to Proceed
- F Change Order
- G Certificate of Substantial Completion
- H Performance Bond
- I Payment Bond
- J Application for Payment

B. There are no Contract Documents other than those listed above and incorporated herein in this Article 9.01.

C. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the

effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Insurance Requirements*

- A. Attached and incorporated as Exhibit D.

10.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Public Records

- A. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:
1. Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.
 2. Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.

This provision will apply to all services provided unless Contractor can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of City under Florida law. The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully refused to comply with a public records request within a reasonable time.

The Contractor shall contact Deputy City Clerk LeAnne Williams, Custodian of City Public Records, at (386) 418-6104 or le_williams@cityofalachua.org concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.

10.08 *The Right to Audit*

- A. The Contractor agrees to furnish such supporting detail as may be required by the Owner to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The Owner will pay the cost of any audit. The Owner shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

10.09 *Compliance with Purchasing and Sales Policy and Regulations*

- A. City has adopted and published Purchasing and Sale Policy and Regulations on its WEB SITE at (<https://www.cityofalachua.com/government/finance-administrative-services/purchasing>) and requires that all who do business with the City of Alachua agree and adhere to its CITY PURCHASING AND SALES POLICY AND REGULATIONS. Contractor acknowledges notice of such requirement and accepts, understands and pledges the commitment to act accordingly. RFB 2024-01 shall become part of this purchase order and contract.

10.10 *Additional Warranty Provisions*

- A. CONTRACTOR, in addition to the General Warranty and Guarantee set forth in 6.20 of the General Conditions, shall assign all manufacturer or supplier warranties to Owner and, specifically, CONTRACTOR shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Bore and Jack work area of the CSXT right of way for a period of three (3) years after completion of installation.

10.11 *Governing Law, Jurisdiction and Venue*

- A. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Florida, jurisdiction and venue shall be in the appropriate court in Alachua County, without regard to principles of conflicts of laws that would refer jurisdiction to the laws of another state.

10.12 *No Waiver of Sovereign Immunity*

- A. Nothing in this Agreement shall be construed or applied as a waiver of Owner's sovereign immunity against third party tort claims, including those rights and limitations of liability under section 768.28, Florida statutes, as it may be amended. If Contractor pursues indemnity or a hold harmless defense from Owner in connection with a third-party tort claim, then Owner shall have the right to assert against any such third party claimant, the defense of sovereign immunity on behalf of itself and Contractor shall allow Owner to maintain that defense and shall take no action that will frustrate Owner's ability to maintain a defense of sovereign immunity, including the procedures and limitations of liability in section 768.28, Florida statutes.

ARTICLE 11 – EXIGENT CIRCUMSTANCES

- 11.01 The economic conditions in the State of Florida, the United States and the rest of the World are currently in a state of uncertainty to the extent the manufacture, shipping, availability, delivery and, particularly, pricing of building and construction materials are impossible to predict.
- 11.02 The parties, recognizing the set forth market conditions, hereby agree, notwithstanding any language contained in this contract to the contrary, that the Lump Sum Bid submitted in response to RFB 2024-01, that is the subject of this contract, is submitted with a Schedule of Values listing individual materials and prices as determined and established by the Bidder at the time of submitting its bid. Should pricing of the schedule materials escalate or deescalate during the term of the contract, the City will recognize the higher or lower price at shipping of individual materials upon the Contractor submitting a properly documented Change Order as to Contract Price. Further, City will, as established by proper documentation, honor and accept Change Orders to extend Contract Times due to unavoidable delays in the delivery of materials.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER: City of Alachua

CONTRACTOR:

By: William M. DaRoza

By: Cheryl D. Pauley

Title: City Manager

Title: President

Attest: _____

Attest: _____

Name LeAnne Williams

Name _____

Title: Deputy City Clerk

Title: _____

EXHIBIT A

CAN BE FOUND AT

<https://owncloud.cityofalachua.org/index.php/s/MvnMFIPA8TloedS>

INCLUDES: A SIGNED AND SEALED COPY OF CONSTRUCTION PLANS,
GEOTECHNICAL SITE EXPLORATION REPORT AND CSX GENERAL NOTES (BORE
& JACK).

EXHIBIT B
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 8. *Change Order*—which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 9. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 10. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 11. *Contract Documents*—Those items so designated in the Contract and which together comprise the Contract.
 12. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

13. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Owner's written recommendation of final payment.
14. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
15. *Cost of the Work*—See Paragraph 11.01 for definition.
16. *Drawings*—That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor. One electronic copy on Compact Disc will be delivered and attached as an Exhibit A to the written copy of the Contract. A printed, copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.
17. *Effective Date of the Agreement*—The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
18. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
19. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
20. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
22. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
23. *Owner*—The individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.
24. *PCBs*—Polychlorinated biphenyls.
25. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

26. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
27. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
28. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
29. *Resident Project Representative*—The authorized representative of Owner who may be assigned to the Site or any part thereof.
30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
31. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
32. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
33. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
34. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
35. *Specifications*—Also referred to as *Technical Specifications*, are that part of the Contract Documents consisting of requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. One printed copy will be delivered to Contractor, along with an electronic copy on Compact Disc being attached as Exhibit D to the written copy of the Contract. A printed copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents.
36. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
37. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 38. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 39. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
- 40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 42. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by Owner. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).
- C. *Day:*
 - 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. Before Owner delivers the executed counterparts of the Contract to Contractor, Contractor shall deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver such evidence of insurance, with copies to each additional insured, which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Bid documents are available on the City’s website, www.cityofalachua.org and can be found by selecting Administrative Services, then selecting Purchasing Division and selecting RFQ, RFP and RFB’s.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract but not before delivery to Contractor of a City Purchase Order. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (unless otherwise specified in the General Requirements or Supplementary Conditions), Contractor shall timely submit owner for review and acceptance the following schedules:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work, to include that submitted as a part of the Contract Price solicitation process and attached to the Contract as an Exhibit, which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, and others as appropriate will be held to review for acceptability to Owner as

provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if upon review, it provides a reasonable allocation of the Contract Price to component parts of the Work; otherwise changes will be required for the contractor before the Schedule of Values is accepted.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance

of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.
2. *Contractor Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.17.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, Price, Contract times or to modify the terms and conditions only by a Change Order.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by Owner or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Owner.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. The data furnished by Owner to Contractor, or by Contractor to Owner, of text, data, graphics, or other types should be in electronic searchable format (*.pdf).
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 5 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 5 day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Review:* After receipt of written notice as required by Paragraph 4.02.A, Owner will promptly review the pertinent condition, determine the necessity of Owner obtaining exploration or tests with respect thereto, and advise Contractor in writing (with a copy to Contractor) of Owner’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or
 - c. Contractor failed to give written notice as required by Paragraph 4.02.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner, or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.03 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner by the owners of such Underground Facilities, including Owner, or by others.

1. Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner. Owner will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Owner concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents

and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.04 *Reference Points*

- A. Owner shall provide maps to establish reference points for construction which in Owner's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.05 *Hazardous Environmental Condition at Site*

- A. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.17.A); and (iii) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Contractor to timely obtain required permits and provide Contractor the written notice.
- C. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- D. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as

a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.05.E shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or

insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

- B. Bid Bonds. Shall be in the form of a cashier's check, other certified Bank Check (made payable to the City of Alachua) or other surety as described in A., supra. Bid Bonds will be returned to Bidder upon complete execution of the Contract for the work at the price Bid. The Bid Bond will be automatically converted to the property of the City of Alachua if the Bidder has not executed the Contract as set forth in this paragraph within seven (7) City working days after Bid Award.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, before beginning any work, and with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained;

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Contract Documents or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.12 and 6.21;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Property Insurance*

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, sinkhole, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another insured location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until Certificate of Occupancy has been obtained and final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.03 and 5.04 will protect Owner, Contractor, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner and Contractor waive all rights against the other for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof during partial utilization pursuant to Paragraph 14.05, after Substantial Completion or after final payment.
- C. Any insurance policy maintained by Contractor covering any loss, damage or consequential loss referred to in Paragraph 5.05 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Owner, Contractor, Subcontractors and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.07 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the

requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide to Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, Contractor shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner may elect to obtain equivalent bonds or insurance to protect Owner interests at the expense of Contractor who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.02 *Independent Contractor*

- A. In the Owner performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed the Contractor is at all time acting and performing as an

independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Contractor shall at all times remain an independent contractor with respects to the services to be performed under this agreement.

- B The Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and as an officer, employee, agent joint venture, or partner of the Owner. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind Owner unless specially authorized to do so.
- C Neither the Contractor, nor its officers, agents, employees subcontractors, or assignees are entitles to State retirement or State leave benefit, or to any other compensation of State employment as result of performing the duties obligated in this Agreement.
- D The Contractor agrees to take such action as made be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be as agent, employee, servant, joint venturer, or partner of the Owner.
- E Owner shall not be responsible for withholding taxes with respect to the Contractor use of funds under this Agreement. The Contractor shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The contractor shall ensure that its employees, subcontractors and other agents receive necessary workers compensation and reemployment assistance benefits from an employer other than Owner.
- F The Contractor, at all times during this Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

6.03 *Labor; Working Hours*

- A. *E-Verify*- The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the contract term.
- B. *Compliance*- The Contractor shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the FDOT, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

- C. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work during extended working hours, on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner.

6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.05 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.06 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that

no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Owner for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Owner’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Owner as an “or-equal” item. For the purposes of this Paragraph 6.06.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Owner determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Owner’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.06.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Owner to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than Contractor.
- c. The requirements for review by Owner will be as set forth in Paragraph 6.06.A.2.d, as supplemented by the General Requirements, and as Owner may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Owner for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available owning, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Owner. Contractor shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Owner will be similar to those provided in Paragraph 6.06.A.2.
- C. *Owner's Evaluation:* Owner will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.06.A and 6.06.B. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Owner's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Owner will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Owner's Cost Reimbursement:* If Owner requires the services of an Owner to evaluate a contract or request Owner will record Owner's costs in evaluating the submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Owner for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of

Owner for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.07 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Owner's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.
- C. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship with Owner and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a

Subcontractor or Supplier who is listed as a loss payee on property insurance, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.09 *Permits*

- A. Unless otherwise provided in the Special Instructions and Additional Information (Exhibit A), Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not

limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.11 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.12 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner and the public. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and

machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.13 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of Contract Agreement, all Drawings, Specifications, Addenda, Change Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner or authorized inspectors for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to.

6.14 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.14.A.2 or 6.16.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by it, or anyone for whose acts any of

them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.15 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.16 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.17 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

6.18 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Owner may require.

1. *Shop Drawings:*

- a. Submit number of copies specified by Owner.
- b. Data shown on Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 6.18.D.

2. *Samples:*

- a. Submit number of Samples specified by Owner, in an electronic searchable format (*.pdf).

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner may require to enable Owner to review the submittal for the limited purposes required by Paragraph 6.16.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - e. All submittals shall be provided in an electronically searchable format (*.pdf).
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. NO such change is authorized except by issuance of a Change Order as prescribed in Article 10. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Owner for review and approval of each such variation.

D. *Owner's Review:*

- 1. Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Owner. Owner's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Owner's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.18.C.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in a Change Order as prescribed in Article 10. Owner's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.18.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Owner and shall return in an electronically searchable format (*.pdf) corrected copies of Shop Drawings and submit, as required, new Samples for review and approval by Change Order. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.

6.19 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.20 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, subcontractors, successors and assigns shall be entitled to rely on representation of Contractor's warranty and guarantee as to workmanship, supplies and materials for one (1) year from acceptance by Owner of final completion.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Owner;

2. Payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Owner;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.
8. Issuance of Certificate of Occupancy.

6.21 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work at the Site with Owner employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the

extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Notice to Contractor required in 7.01,A:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Notice, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are also applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Owner shall issue all communications to Contractor throughout the construction of the project.

8.02 Replacement of Owner Contact

- A. In case of a changed in Owner name contact person, Owner shall appoint a representative, whose status under the Contract Documents shall be that of the former person named.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.06 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.07 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.08 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition as established by law. See Paragraph 17.03.

8.09 *Evidence of Financial Arrangements*

- A. Upon request of Contractor and Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.10 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 9 – OWNER STATUS DURING CONSTRUCTION

9.01 *Visits to Site*

- A. Owner will make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe as an experienced and qualified professional the progress that has been made and the quality of the various aspects of Contractor's executed

Work. Based on information obtained during such visits and observations, Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, will be informed of the progress of the Work and will endeavor to guard Owner

- B. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.02 Project Representative

- A. Owner may elect to retain a Resident Project Representative to assist Owner in providing more extensive observation of the Work.

9.03 Authorized Variations in Work

- A. Owner may authorize with Owner's concurrence minor variations in the Work from the requirements of the Contract Documents which do or do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These must be accomplished by a Change Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Change Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.04 Rejecting Defective Work

- A. Owner will have authority to reject Work which Owner believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.05 Shop Drawings, Change Orders and Payments

- A. In connection with Owner authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.18.
- B. In connection with Owner authority as to Applications for Payment, see Article 14.

9.06 Determinations for Unit Price Work

- A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor the Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an

Application for Payment or otherwise). Owner's written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Owner will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Owner in writing within 30 days of the event giving rise to the question.
- B. Owner will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Owner's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Owner's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Owner will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.08 Limitations on Owner Authority and Responsibilities

- A. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor failure to perform the Work in accordance with the Contract Documents.
- B. Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Owner's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, Operations and Maintenance Manual, Products, Spare Parts and Maintenance Materials Manual, Warranty Documentation Manual, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.09 *Compliance with Safety Program*

- A. While at the Site, Owner employees and representatives shall comply with the specific applicable requirements of Contractor safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Change Order, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.17 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Owner covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Owner pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.19.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Owner Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. A decision by Owner shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless Owner allows additional time).
- C. *Owner Action:* Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Owner is unable to resolve the Claim if, in the sole discretion of Owner, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Owner written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed in writing by Owner (such as a lump sum cost from Contractor for the Work covered by a Change Order), such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Owners, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain for the additional work.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, Owners, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to

in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor fee.

2. Expenses of Contractor principal and branch offices other than Contractor office at the Site.
 3. Any part of Contractor capital expenses, including interest on Contractor capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor Fee:* When all the Work is performed on the basis of cost-plus, Contractor fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner and the Owner in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor Fee:* The Contractor fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, other contractors or a utility performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of a utility not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, and its officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of the Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Owner has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, its consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor

shall provide them proper and safe conditions for such access and advise them of Contractor safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner and Owner acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved by Owner is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor expense unless Contractor has given Owner timely notice of Contractor intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner observation and replaced at Contractor expense.
- B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment at Contractor expense.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, and was not subject to prior inspection by Owner prior to covering, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.12.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner written instructions:
 - 1. repair such defective land or areas; or

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner, prior to final payment, prefers to accept it, may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner making final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such final payment, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails, within a reasonable time after written notice from Owner, to correct defective Work, or to remove and replace rejected Work as required by Owner in accordance

with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor services related thereto, take possession of Contractor tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid but which are stored elsewhere. Contractor shall allow Owner, Owner representatives, agents and employees, other contractors, and consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages, including but not limited to all fees and charges of Owners architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraphs 2.05 and 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed. Unit prices for unforeseen and not possible to predetermine work (such as removal of excessive rock or clay, will be bid, as separate Unit Price items. Should any Unit Price Bid of the lowest total Base Bid of the selected responsive and responsible bidder be lower than all other Bidders, the unit price will be included in the Contract. If the Unit Price bid of the selected Base Bidder is higher than the Unit Price bid of any higher total Base Bidders, the unit price bid (category) of the selected Base Bidder will be averaged with all lower Unit Price Bids (by category) of all other responsive and responsible bidders to determine the Unit Price per category.

14.02 Progress Payments

A. Applications for Payments:

1. At least 10 days before the date established in the Contract for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by Owner. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Owner will, within 10 days after receipt of each Application for Payment, either process a payment request or return the Application to Contractor indicating in writing Owner's reasons for refusing to process payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Owner processing of any payment requested in an Application for Payment will constitute a representation and certification by Contractor to Owner, that the Application for Payment and the accompanying data and schedules, are to the best of Contractor knowledge, information and belief, a true statement that :
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the application); and
 - c. the conditions precedent to Contractor being entitled to such payment have been fulfilled, and
3. By processing or making any such payment Owner will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Owner review of Contractor Work for the purposes of making payments nor the making of any payment, including final payment, will imply:
- a. The Owner supervised, directed, or controlled the Work, or
 - b. approve the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. verified the Contractor compliance with Laws and Regulations applicable to Contractor performance of the Work, or
 - d. that the Owner has examined or ascertained how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. also determined that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Owner may approve the whole or any part of any payment if, in Owner opinion, it would be incorrect to do otherwise. Owner may also refuse any such payment if Owner believes previous payments should be offset because of subsequently discovered evidence or the results of subsequent inspections or tests, cause Owner to believe previous payments should be offset because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. In accordance with F.S. 218, Florida Prompt Payment Act.

D. Reduction in Payment:

- 1. Owner may also refuse to make payment of the full amount applied for because:

- a. claims have been made filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Claims;
 - b. there are other items entitling Owner to a set-off against the amount claimed; or
 - c. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount applied for by Contractor, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 - 3. Upon a subsequent determination that Owner refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the statute.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to free Owner no later than the time of payment.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.
- B. Promptly after Contractor notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.
- D. Before submission of Certificate of Substantial Completion, Contractor will deliver to Owner a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, insurance, warranties and guarantees. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner, the public and affected property owners may use or occupy any substantially completed part of the Work Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used for its intended purpose without significant interference with Contractor performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work that Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner, will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Claim rights arising out of or Claims filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and, as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way

be responsible, or which might in any way result in liens or other burdens on Owner, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any such Claim.

B. Owner's Review of Application and Acceptance:

1. If, on the basis of Owner observation of the Work during construction and final inspection, and Owner review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and other obligations of Contractor under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, indicate in writing Owner processing of payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. In accordance with F.S. 218, Florida Prompt Payment Act

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner agrees, Owner shall, upon receipt of Contractor final Application for Payment for Work fully completed and accepted and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.05);
 2. Contractor disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor repeated disregard of the authority of Owner; or
 4. Contractor violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner as to their reasonableness and, when so approved by Owner, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price

or Contract Times or otherwise for expenses or damage directly attributable to Contractor stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Owner for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Owner action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

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

EXHIBIT C

Page 1 of 1

LUMP SUM
BID FORM

Contractor/Bidder shall provide a LUMP SUM BID in the format shown below. This price structure includes all labor, materials, services, expenses, equipment, direct and indirect costs to complete the project. No additional compensation will be paid to complete the work.

SCOPE OF WORK

LUMP SUM PRICE

Demolition and Construction in accordance with the Contract documents	\$ 1,137,069.30
---	-----------------

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Addenda

Contractor/Bidder must attach and acknowledge receipt, by the number and date of all addenda published by the Owner as part of this bid.

Addenda No.	Date
1	2/8/24
2	2/8/24
3	2/8/24
4	2/15/24
5	3/4/24

Authorized Signature

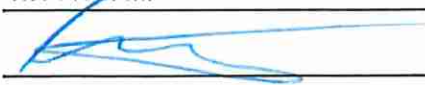
Name of Firm:	GWP Construction, Inc.
Name of Authorized Representative:	Garrett Stewart
Title of Authorized Representative:	Vice-President
Signature of Authorized Representative:	

EXHIBIT D

INSURANCE REQUIREMENTS

1. Insurance

Except as otherwise specified, the Contractor and any sub-contractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the Owner. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that sub-contractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation.

The requirements specified herein as to types, limits and Owner's approval of insurance coverage to be maintained by the Contractor and sub-contractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and sub-contractors.

Any insurance carried by the Owner which may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

For insurance purposes, the title of Ownership of materials furnished under this contract shall remain with the Contractor until the Owner receives such materials at the specified destination.

1.1 Additional Insured

Upon notice of award and before a Contract is presented to the City Commission, all insurance coverages furnished under the contract, except for Workers Compensation and Employers Liability, shall include the Owner, officials, directors, partners, consultants, agents and employees as additional insured with respect to the activities of the Contractor and sub-contractors and certificates of insurance be delivered to Donna Smith @ dsmith@cityofalachua.org. These policies shall contain a "cross- liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The Owner shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium.

1.2 Waiver of Subrogation

The Contractor and sub-contractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Owner, officials, directors, partners, consultants, agents and employees.

COA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-contractor providing such insurance.

1.3 Certificates of Insurance

The Certificate(s) of Insurance furnished by the Contractor shall be completed by the authorized representative and presented to the Purchasing Division. The certificate shall be dated and show the following:

- 1.3.1 The name of the insurer, the effective and termination date, the specified job by name and quote number, name of the insured Contractor and the policy number.
- 1.3.2 Statement that the insurer will mail notice to COA at least thirty (30) days prior to any material deviations or cancellations of the policy.
- 1.3.3 Shall include all deductibles and/or self insurance retentions for each line of insurance coverage.
- 1.3.4 The Certificate(s) of Insurance shall designate COA as certificate holder as follows:

City of Alachua
Attention: Purchasing Division
15100 NW 142 Terrace
Alachua, Florida 32615

2. **Workers Compensation and Employers Liability**

This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provision of a workers compensation law. The policy shall include an "all states" or "other states" endorsement.

- 2.1 The liability limits shall not be less than required by Florida Law.

<i>Insurance:</i>	<i>Description:</i>
Workers' Compensation Employer's Liability	Statutory \$1,000,000 each occurrence

3. **Comprehensive Businesss Automobile Liability**

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

- 3.1 The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Bodily injury Property damage	\$1,000,000 combined single limit Each occurrence

4. Comprehensive General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person or damage to property of the Owner or others arising out of any act or omission of the Contractor or his agents, employees or sub-contractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

4.1 The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Personal injury and Property damage	\$5,000,000 combined single limit each occurrence and \$10,000,000 aggregate

5. Umbrella Liability Policy

This insurance shall be an "occurrence" type policy protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000. The policy shall be an "occurrence" type policy.

6. Railroad Protective Liability (RPL) Insurance,

6.1 Naming Licensor, and/or its designee, as Named Insured, written on the current ISO/ RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period.

OR

6.2 The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

NOTICE TO PROCEED

Date:

Project: RFB 2024-01 Alachua West Wastewater Improvement Project

Owner: City of Alachua

Owner's Contract No.: RFB 2024-01

Contract: Alachua West Wastewater
Improvement Project

Engineer's Project No.: N/A

Contractor:

Contractor Address:

You are notified that the Contract Times under the above Contract will commence to run on _____, 2024 on or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the number of days to achieve Substantial Completion is 181 days, and the number of days to achieve readiness for final payment is 211 days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the owner (any other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1. Coordinate access to site procedures with Owner.
2. Provide recorded copies of Performance Bond and Payment Bond.
3. Receive a Purchase Order from Owner.

Owner: City of Alachua

By: _____
William M. DaRoza

City Manager
Title

Date

EXHIBIT F

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: RFB 2024-01 Alachua West Wastewater Improvement Project	Owner: City of Alachua	Owner's Contract No.: RFB 2024-01
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change
Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):
_____**ACCEPTED:**

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

Certificate of Substantial Completion

Project: RFB 2024-01 Alachua West Wastewater Improvement Project

Owner: City of Alachua

Owner's Contract No.: RFB 2024-01

Contract:

Engineer's Project No.:

This Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ 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 Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. 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 Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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 Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

OWNER:
City of Alachua
P.O. Box 9
Alachua, FL 32616

CONSTRUCTION CONTRACT #:
Effective Date of the Agreement:
Amount:
Description :

BOND
Bond Number:
Date:
Amount:
Modifications to this Bond Form: ☐ one

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

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor’s Name and Corporate Seal *(seal)*

Surety’s Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

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

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

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

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

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

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

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

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

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

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

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

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

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

14. Definitions

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

valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

PAYMENT BOND

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the

Agreement: Amount:

Description (name and location):

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☐None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
(seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature

Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____

Attest: _____

Signature

Signature

Title

Title

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

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

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

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

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor,

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

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

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

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

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



Application For Payment
Change Order Summary

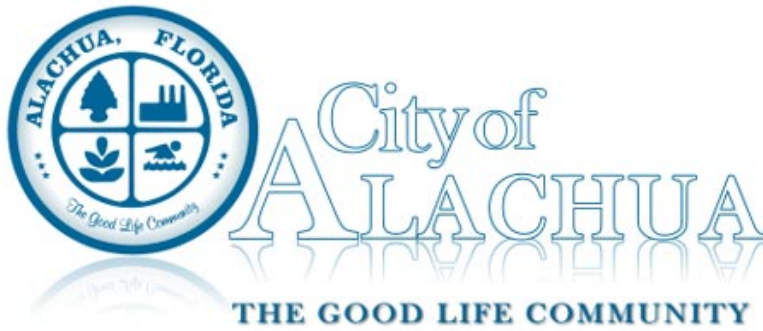
Contractor's Certification

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

Stored Material Summary

Contractor's Application

[illegible]



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: 2023 ALTEC AT48M Bucket Truck

PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:

Authorize the City Manager to issue a Purchase Order to Altec Industries, Inc. in the amount of \$192,222.00 and to execute any necessary documents needed to proceed with the purchase of one (1) 2022 AT48M Bucket Truck.

Summary

On September 26, 2022, the City Commission adopted the FY 2022-2023 Budget authorizing \$179,500.00 in the Electric Division budget to provide for the purchase of one (1) AT48M Bucket Truck.

Altec Industries, Inc. under Sourcewell Contract # 012418-ALT (Digger Derricks, Bucket Trucks & Utility Equipment) quoted the Bucket Truck in April 2022 for \$179,425.00.

The demand for new Bucket Trucks has created long lead times (multiple years) creating price increases from the original quote.

The AT48M truck is now in production. Altec Industries, Inc. honored their original quote of \$179,425 with the increase coming from a newer model chassis (2024 Fords F550 4x4) along with a slight increase in the delivery charge.

ATM48M (Unit/Body/Labor) - \$119,000.00
Chassis (2024 Ford F550 4X4) - \$71,530.00
Delivery - \$1,692.00

Total Purchase Price: \$192,222.00

Staff recommends moving forward with ALTEC Industries, Inc. for the purchase of one (1) ALTEC 2022 AT48M Bucket Truck.

FINANCIAL IMPACT: Yes

BUDGETED:Yes

AMOUNT:\$192,222.00

FUNDING SOURCE:Electric Fund

COMMISSION GOALS:

Quality of Life, Community Enhancement

ATTACHMENTS:

Description

- ▣ ALTEC Quote #01248-ALT & Correspondence



Quote Number: 1162332
Opportunity Number: 1674571
Sourcewell Contract #: 012418-ALT
Date: 4/11/2022

Quoted for: City of Alachua

Customer Contact:

Phone: / Email:

Quoted by: Brian Chen

Phone: / Email: :

Altec Account Manager: Paul Hinson

REFERENCE ALTEC MODEL		Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$163,854

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	\$6,343
2	AT41M-AWD	All Wheel Drive	\$5,606
3	AT41M-AOR	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	\$7,497
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			

SOURCEWELL OPTIONS TOTAL: \$183,300

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	AT48M F550 4x4 Auto	
8	OTHER	2023 Stock Build	-\$5,091

OPEN MARKET OPTIONS TOTAL: -\$5,091

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$178,209

Delivery to Customer at \$2.20 / mile: \$1,216

TOTAL FOR UNIT/BODY/CHASSIS: \$179,425

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 18-19 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, NC

FW: City of Alachua Upcoming Bucket Truck Purchases

Robert Bonetti

Mon 4/1/2024 5:20 PM

To: Donna Smith <do_smith@cityofalachua.org>;

From: Paul Hinson Jr. <Paul.Hinson@altec.com>
Sent: Monday, April 1, 2024 2:24 PM
To: Robert Bonetti <ro_bonetti@cityofalachua.org>
Subject: Re: City of Alachua Upcoming Bucket Truck Purchases

For further clarification, the only price increase over the original quote was due to the newer model year chassis (2024 Ford F550 4x4).

[Get Outlook for iOS](#)

From: Paul Hinson Jr. <Paul.Hinson@altec.com>
Sent: Monday, April 1, 2024 12:51 PM
To: Robert Bonetti <ro_bonetti@cityofalachua.org>
Subject: RE: City of Alachua Upcoming Bucket Truck Purchases

AT48M (unit/body/labor): \$119,000
Chassis (2024 Ford F550 4x4) : \$71,530
Delivery: \$1,692

Paul Hinson
Senior Account Manager
Altec Industries, Inc.
(205) 837-8293

From: Robert Bonetti <ro_bonetti@cityofalachua.org>
Sent: Monday, April 1, 2024 12:13 PM
To: Paul Hinson Jr. <Paul.Hinson@altec.com>
Subject: RE: City of Alachua Upcoming Bucket Truck Purchases

Thank you.

Could you please send me a breakdown of costs?

Regards.



ROBERT BONETTI

Finance & Administrative Services Director

📞 386.418.6165

✉ rbonetti@cityofalachua.org

🌐 www.cityofalachua.org

From: Paul Hinson Jr. <Paul.Hinson@altec.com>
Sent: Monday, April 1, 2024 12:10 PM
To: Robert Bonetti <ro_bonetti@cityofalachua.org>
Cc: William Shiskin <wj_shiskin@cityofalachua.org>
Subject: RE: City of Alachua Upcoming Bucket Truck Purchases

Good morning, Robert! The final invoice amount including delivery is \$192,222.00.

Paul Hinson
Senior Account Manager
Altec Industries, Inc.
(205) 837-8293

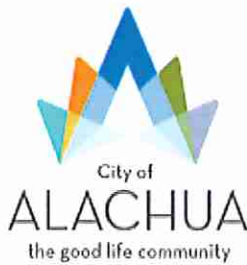
From: Robert Bonetti <ro_bonetti@cityofalachua.org>
Sent: Thursday, March 28, 2024 12:02 PM
To: Paul Hinson Jr. <Paul.Hinson@altec.com>
Cc: William Shiskin <wj_shiskin@cityofalachua.org>
Subject: RE: City of Alachua Upcoming Bucket Truck Purchases

Good day Paul.

A purchase order will be issued for the AT48M once we have received final pricing.

Let me know if this suffices.

Regards.

**ROBERT BONETTI***Finance & Administrative Services Director*

📞 386.418.6165

✉ rbonetti@cityofalachua.org🌐 www.cityofalachua.org

From: Paul Hinson Jr. <Paul.Hinson@altec.com>
Sent: Thursday, March 28, 2024 9:18 AM
To: Robert Bonetti <ro_bonetti@cityofalachua.org>
Cc: William Shiskin <wj_shiskin@cityofalachua.org>
Subject: RE: City of Alachua Upcoming Bucket Truck Purchases

Good morning. Your AT48M is scheduled to complete next month. I have asked for a delivery date and final pricing. I never received a purchase order from you for either of these, but I put them on order based on your email below. As discussed at time of order, the AA55E isn't scheduled to deliver for another couple of years. Let me know if you have any questions. Thanks.

Paul Hinson
Senior Account Manager
Altec Industries, Inc.
(205) 837-8293

From: Robert Bonetti <rbonetti@cityofalachua.org>
Sent: Monday, May 2, 2022 5:10 PM
To: Paul Hinson Jr. <Paul.Hinson@altec.com>
Cc: wj_shiskin@cityofalachua.org
Subject: City of Alachua Upcoming Bucket Truck Purchases

||

Good afternoon Mr. Hinson,

I would like to ascertain that it is the City's intent to purchase an AT48M bucket truck in the upcoming 2022-2023 fiscal year as listed in quote #1162332.

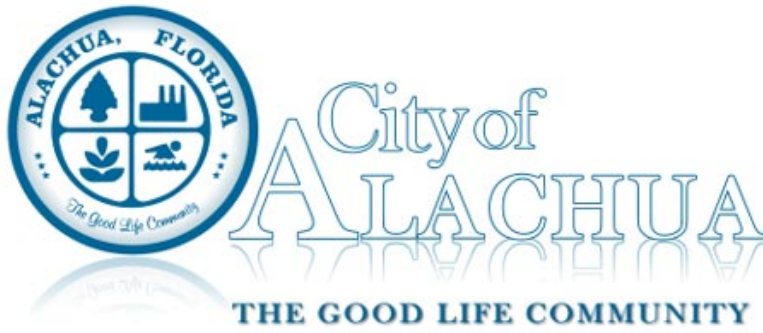
Likewise, I would like to ascertain that it is the City's intent to purchase an AA55E bucket truck in the 2023-2024 fiscal year as listed in quote #1106768.

Official purchase orders for these will be issued early October of 2022 and 2023 respectively.

Please let me know if you require any additional assurances in order to facilitate reduced lead-time of acquiring these pieces of equipment.

Regards.

Robert A. Bonetti
City of Alachua
Finance and Administrative Services Director
386.418.6165
386.418.6114 (fax)



Commission Agenda Item

MEETING DATE: 4/8/2024

SUBJECT: March 11, 2024, City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

Summary

March 11, 2024, City Commission Meeting Minutes.

ATTACHMENTS:

Description

☐ Minutes



Regular City Commission Meeting Minutes March 11, 2024

Mayor Gib Coerper
Vice Mayor Dayna Miller
Commissioner Jennifer Blalock
Commissioner Shirley Green Brown
Commissioner Edward Potts

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: March 11, 2024

Meeting Location: James A. Lewis City Commission Chambers

Citizens Present: Nathaniel M. Ford III, Stephanie Sutton, Rev. John Brown. Staff Present: Diane Amendola, Kyler Burk, Adam Hall, Stephanie McDonald, Jesse Sandusky, Rodolfo Valladares, Cap Wilson, Kathy Winburn, David Wisener.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

Gib Coerper, Mayor

Dayna Miller, Commissioner - Absent

INVOCATION

Pastor John Brown, St. Paul AME Church

PLEDGE TO THE FLAG

Gib Coerper, Mayor

APPROVAL OF THE AGENDA

Commissioner Shirley Green Brown moved to approve the agenda; seconded by Commissioner Edward Potts.

Passed 4-0 by roll call.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Brown moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Jennifer Blalock.

Passed 4-0 by roll call.

I. SPECIAL PRESENTATIONS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

John Brown

(Please Limit to 3 Minutes.Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

- A. Kirkland Farms Phase 1 Final Plat: A request by Claudia Vega, P.E., of eda consultants, inc., applicant and agent, for Garden Street Communities Southeast, LLC, property owner, for consideration of the Final Plat for Kirkland Farms Phase 1, which proposes to subdivide a ±36.58 acre subject property into a total of 70 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Numbers 03924-000-000, 03917-200-002, and a portion of 03865-000-000 (Quasi-Judicial Hearing).

Presentation provided.

Commissioner Potts moved based upon the competent substantial evidence presented at the hearing, the presentation before the Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and therefore this Commission: 1. Accepts the deed conveying the ±.069-acre tract ("Lift Station parcel") to the City of Alachua and authorizes the deed to be recorded in the public records of Alachua County; 2. Approves the easements as reflected on the Final Plat of Phase 1 of Kirkland Farms ("Final Plat") and authorizes the easements to be recorded in the public records of Alachua County; 3. Approves the Final Plat of Phase 1 of Kirkland Farms ("Final Plat"); 4. Approves the "Subdividers Agreement for Kirkland Farms Phase 1" ("Subdividers Agreement"); 5. Authorizes the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; 6. Accepts the Common Law Performance Bond from Garden

Street Communities Southeast, LLC in the amount of \$5,803,126.51 as the surety instrument for infrastructure improvements, other than the house sidewalks; and 7. Accepts the Common Law Performance Bond from Garden Street Communities Southeast, LLC in the amount of \$205,560.00 as the surety instrument for the house sidewalks.; seconded by Commissioner Blalock.

Passed 4-0 by roll call.

V. AGENDA ITEMS

A. New City Street N from 441 to Parcel 05844-004-001

Presentation provided.

Commissioner Blalock moved to approve the Roadway Agreement Between IIP-FL 3, LLC and the City of Alachua, the Termination and Cancellation of Public Right of Way and Public Utilities Easement and authorize and direct the Mayor and City Manager/Clerk to execute the documents on behalf of the City; 2. approve and accept from IIP to the City, the Drainage Easement, Exhibit 3 and the deed, Exhibit 4; AND, 3. authorize the Mayor and City Manager/Clerk to execute any other papers or documents necessary to close the described transaction; seconded by Commissioner Brown.

Passed 4-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

Commissioner Blalock moved to adjourn; seconded by Commissioner Potts.

Passed by unanimous consent.

The meeting adjourned at 6:37 p.m.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. February 12, 2024, City Commission Meeting Minutes

B. February 26, 2024, City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor