

ADDENDUM NO. 4

DATE: August 7, 2025

PROJECT NO: RFB 2025-007

PROJECT: Howey-in-the-Hills Water Treatment Plant No. 3

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

General Information:

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

Attachments:

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4

NAME OF BIDDER _____

SIGNATURE _____

TITLE _____ DATE _____

SECTION 00100

INSTRUCTION TO BIDDERS

PART 1 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 1.01 The Bidder is required to carefully examine the sites of the work and the Plans and other Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Plans and other Contract Documents.
- 1.02 Each Bidder must inform himself fully of the conditions related to construction and labor under which the work will be performed, will have inspected the site of the work, and will have read and be thoroughly familiar with the plans, specifications, and other Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. There is no expressed or implied agreement that the character of the materials have been correctly indicated and Bidders should consider the possibility that conditions affecting the work to be done may differ from those indicated.
- 1.03 Any estimate(s) of quantities of work or materials shown on the Plans or in the Specifications, or based on borings, test excavations, and other subsurface investigations or otherwise are in no way warranted to indicate the true quantities or distribution of quantities or character and quality of materials involved. The CONTRACTOR agrees that he will make no claims against the OWNER if the actual character, quality, quantity or quantities of such work or materials do not conform to the estimated character, quality, quantity, or quantities.
- 1.04 It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the owner, and that the quantities submitted by the contractor in the Schedule of Unit Prices are for purposes of bid comparison and establishing the lump sum cost of the project. Should said quantities increase or decrease from those established by the Schedule of Unit Prices schedule, as a result of changes to the contract, Contractor agrees to accept as compensation for said item, the unit prices listed on the Schedule of Unit Prices.
- 1.05 CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without, in any way, invalidating any of the unit or lump sum prices bid. OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed fifty percent (50%).

PART 2 – ADDENDA AND INTERPRETATIONS

- 2.01 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretations should be in **WRITING** addressed to Morgan Cates, Public Services Director, Town of Howey-in-the-Hills 316 West Central Avenue, Howey-in-the-Hills, Florida 34737 e-mail: mcates@howey.org with copy to Troy Mitchell, P.E., Project Engineer, addressed Halff Associates, Inc., 902 North Sinclair Avenue, Tavares, Florida 32778 email troy.mitchell@halff.com. Requests must be received **at least seven working days prior to the date fixed for the opening of bids.** Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be uploaded to DemandStar for all prospective Bidders, **not later than two days prior to the date fixed for the opening of bids.** Any addenda or interpretation requested by the Bidder to be express mailed, will only be done at the

Bidder's expense. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

PART 3 – PREPARATION OF BIDS

- 3.01 Bids must be submitted on the attached Bid Form. All applicable blank spaces to the project being id in the Proposal and Bid Form must be filled in legibly and correctly in ink. The Bidder shall specify the quantity and price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the Total Price for the entire work under the Contract. Each bid must be submitted in a sealed opaque envelope bearing on the outside, the name of the Bidders, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Schedule of Unit prices. Bids shall be on a lump sum basis. In addition to the lump sum amount, the Town will also consider the experience of the firms submitting bids in completing similar projects.
- 3.02 All Bidders who will perform work will submit, with their bids, proof of adequate insurance coverage and copy of current license.
- 3.03 All prospective Bidders are advised that this project is subject to the Florida Sale Tax. Bidders shall include in their bids any sales or use taxes which they are required by law to pay.
- 3.04 The Bidder shall include with his bid, a list of similar, successfully completed project which include, at a minimum, the following information: Name of Job, Brief Description of Work, Total Dollar Amount of Work, Owner's Information (including contact name, title, address and phone number), Design Engineer's Information (including contact name, title, address and phone number).

PART 4 – BID SECURITY

- 4.01 Unless otherwise specified, each bid must be accompanied by a deposit of not less than five percent of the Bidder's maximum bid price. The deposit shall consist of a certified check, cashier's check or bid bond payable to the OWNER. Bid bond much be with a surety company listed by the U.S. Treasure Department as approved for writing bonds in an amount not less than the bid bond submitted and authorized to transact business in Florida. Within ten (10) calendar days after the formal opening of bids, checks or bid bonds will be returned except those deposited by the lowest formal Bidder. The bid security of the successful Bidder will be returned to him without interest when the Contract has been approved and executed.
- 4.02 Should the successful Bidder fail or refuse to execute the bond and the Contract required within ten (10) calendar days after he has received notice of award of this bid, he shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

PART 5 – RECEIPT AND OPENING OF BIDS

- 5.01 The OWNER may waive any informalities or reject any and all bids.
- 5.02 Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contract in the form of Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.

- 5.03 Bids will be considered irregular and may be rejected if they show omission, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind.
- 5.04 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:
- A. Submission of more than one bid for the same work by an individual, partnership, or corporation under the same or different names.
 - B. Evidence of collusion among Bidders.
 - C. Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items.
 - D. Lack of competency of Bidder (the Contract will be awarded only to a Bidder rated by the ENGINEER as capable of performing the work as specified, the ENGINEER may declare any Bidder ineligible at any time during the process of receiving proposals or awarding the Contract where developments arise which, in the opinion of the ENGINEER, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the ENGINEER to present additional evidence before final action is taken).
 - E. Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Contract Documents or other appropriate concern.
- 5.05 Following the bid opening, the low bidder shall be required to submit to the Town an electronic copy of a complete Schedule of Unit Prices for the entire project, to be reviewed and approved by the Town. Failure to submit the required Schedule of Unit Prices within 48 hours shall be cause for rejection of the bid.**

PART 6 – ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 6.01 The correct summation of the correct products, obtained by multiplying the quantities submitted by the Contractor on the Schedule of Unit Prices by the unit bid prices entered therein, together with lump sum prices, if any, will be considered as the Total Bid Price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.
- 6.02 If the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds, then estimated by the OWNER as available to finance the Contract, the Contract will be awarded on the base bid only. If such bid exceeds such amount, the OWNER may reject all bids or may negotiate the Contract with the Bidder with the lowest bid so as to produce a net amount which is within the available funds.
- 6.03 An award of the Contract will not be made until the necessary investigations of the responsibility of the low Bidders has been made. Unless all bids are rejected, the Contract will be awarded to the lowest and best responsible qualified Bidder whose bid appears to be in the best interest of the OWNER. Such award will be made, or all bids rejected, within one hundred twenty (120) calendar days after the opening of bids.
- 6.04 When the Contract has been executed on the part of the OWNER, it shall be forwarded to the CONTRACTOR together with a notice from the ENGINEER to commence work. The notice to proceed will include the time for completion.
- 6.05 Contractor agrees to begin work within thirty (30) calendar days from date of written Notice to Proceed.

PART 7 – SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

- 7.01 Simultaneously with his delivery of the executed Contract, the successful Bidder will be required to deliver to the OWNER, an executed performance and payment bond in the amount of 110% of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on standard forms, and having as surety a company authorized to do business in Florida, and which is listed by the U.S. Treasury Department as approved for writing bonds in the amount not less than 110% of the Contract price.

PART 8 – LAWS AND REGULATIONS

- 8.01 The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

PART 9 – WARRANTY

- 9.01 The Contractor warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The Contractor will provide the Owner with all warranties pursuant to the terms of the general conditions. In the event the Contractor must return to perform warranty work, the Contractor must thereafter provide for an extended warranty period of at least six (6) months for parts, materials, or workmanship replaced of the equivalent of a new replacement part warranty, whichever is greater. Prior to issuance of final payment, the Contractor shall submit to the owner a Maintenance Bond for one (1) year valued at 10% of the Contract total.

PART 10 – APPLICATION FOR PROGRESS PAYMENT

- 10.01 Applications for Payment shall be as outlined in the Contract Documents submitted less than five percent (5%) retainage.

PART 11 – TIME OF COMPLETION

- 11.01 The work shall be completed as outlined in the Agreement.

PART 12 – FLORIDA TRENCH SAFETY ACT

- 12.01 The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29CFR 1926.650 Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

END OF SECTION

EJCDC
SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ 20____ by
and between _____ (hereinafter called Owner) and
_____ (hereinafter called Contractor). Owner and Contractor, in
consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 – WORK

- 1.01 Contractor shall complete all Work specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. The Work generally includes the furnishing of all labor, materials, and equipment for the construction of a new water treatment facility consisting of two (2) 1,500 gpm raw water wells, chlorine gas disinfection system, three (3) 1,000 gpm high service pumps, one (1) 600 gpm jockey high service pump, one (1) 0.6 mg ground storage tank with 3,000 gpm cascade tray aerator, one (1) pump/control/electrical building, electrical, I&C and SCADA systems and one (1) 400 KW diesel auxiliary generator.

PART 2 – ENGINEER

- 2.01 Engineer:
- Halff Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778
- 2.02 Engineer is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

PART 3 – CONTRACT TIMES

- 3.01 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the following dates:
- A. Substantial Completion – 330 calendar days after issuance of the Notice to Proceed
- B. Final Completion – 35 calendar days after the substantial completion date for a total contract time of 365 days.
- 3.02 Liquidated Damages:
- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring an such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty)

Contractor shall pay Owner a sum equal to the (contract sum * 10%)/365 for each day that expires after the time specified in paragraph 3.01 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 time specified in paragraph 3.01 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand dollars (\$1,000) for each day that expires after the time specified in paragraph 3.01 for completion and readiness for final payment.

PART 4 – CONTRACT PRICE

- 4.01 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 established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

A. TOTAL OF ALL UNIT PRICES:

1. _____ (use words)
2. \$ _____ (dollars)

- 4.02 As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

PART 5 – PAYMENT PROCEDURES

- 5.01 Contractor shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by Engineer as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statute 218.735 covering timely payment for purchases of construction services.

- 5.02 Progress Payments; Retainage: Owner shall made progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the _____ day of each month during construction as provided in paragraphs A and B below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price, based on the number of units completed) or, in the event there is no schedule of value, as provided in the General Requirements.

- A. 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 and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

1. _____% of Work completed (with the balance being retainage)
2. _____% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

- B. Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to _____% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

- 5.03 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

PART 6 – INTEREST

- 6.01 All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7 – CONTRACTOR’S REPRESENTATIVE

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and other related data identified in the Bidding Documents including “technical data”.
- 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, performance or furnishing 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, performance, and furnishing of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor’s purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- E. 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.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies, and data with the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to contractor, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 8 – CONTRACT DOCUMENTS

- 8.01 The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:
- A. This Agreement (pages 1 to 5, inclusive)
 - B. Exhibits to this Agreement (pages N/A to , inclusive)
 - C. Performance, Payment, and other Bonds
 - D. Notice to Proceed
 - E. General Conditions (pages 1 to 68, inclusive)
 - F. Supplementary Conditions (pages 1 to 15, inclusive)
 - G. Specifications bearing the title Town of Howey-in-the-Hills Water Treatment Plant No. 3 and consisting of 16 divisions, as listed in the Table of Contents thereof.
 - H. Drawings consisting of sheets with each sheet bearing the following general title: Town of Howey-in-the-Hills Water Treatment Plant No. 3.
 - I. Addenda numbers to , inclusive.
 - J. Contractor's Bid (pages 00300, 1 - 8, inclusive)
 - K. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive)
 - L. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 1. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 or the General Conditions.
- 8.02 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.03 There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

PART 9 – MISCELLANEOUS

- 9.01 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Condition.
- 9.02 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Owner and Contractor each binds itself, its partner, 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.

9.04 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.

9.05 OTHER PROVISIONS.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Owner, Contractor, Owner's Engineer, and Owner's Attorney. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20_____. (which is the Effective Date of the Agreement).

OWNER:

BY: _____

CONTRACTOR:

BY: _____

Title and Corporate Seal

Attest: _____

Attest: _____

Address for giving notices:

Town of Howey-in-the-Hills

101 North Palm Avenue

Howey-in-the-Hills, Florida 34737

Address for giving notices:

Address

END OF SECTION

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

1. APPLICABILITY

- 1.1 The Supplementary General Conditions are intended to be complimentary to the General Conditions. They are intended to outline additional details and further explain the General Conditions. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

3. CONTRACTOR'S UNDERSTANDING

- 3.1 If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the CONTRACTOR, it shall be his duty to immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the CONTRACTOR'S risk.

4. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 4.1 Prior to the completion of the work by the CONTRACTOR and the acceptance thereof by the OWNER, the work shall remain at the risk of the CONTRACTOR and said CONTRACTOR shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the CONTRACTOR shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the CONTRACTOR, the CONTRACTOR shall not be entitled to the extension of time mentioned in the said paragraph.
- 4.2 Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

5. STAKING/SURVEY REQUIREMENTS

- 5.1 The **CONTRACTOR** shall provide all construction staking required to construct the project.
- 5.2 **All survey work for the project shall be under the direct and active supervision of a Professional Surveyor and Mapper licensed pursuant to Chapter 472, F.S.**
- 5.3 AS-BUILTS
Per Paragraph 20 of these Supplemental Conditions.

6. TESTING

- 6.1 Construction testing shall be performed by an independent laboratory and shall be in accordance with the Construction Specifications included herein.

- 6.2 **The selection of the testing laboratory and the costs of the testing shall be the responsibility of the CONTRACTOR.** Any tests which fail to meet the minimum values specified shall be paid for by the CONTRACTOR. Any additional tests required by the ENGINEER, other than those specified as a minimum, shall be paid for by the OWNER.
- 6.3 The scheduling of the tests with the testing laboratory shall be the responsibility of the CONTRACTOR. Each unit of work shall be tested and approved by the ENGINEER prior to starting another unit of work. No work shall be done nor materials used without suitable supervision or inspection by the ENGINEER.

7. PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE

- 7.1 The CONTRACTOR shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anyway affected by the work, the removal or destruction of which is not called for by the plans. This applies to private property, public utilities, trees, shrubs, crops, signs, monuments, fences, pipe and underground structures, public highways (except natural wear and tear of highways resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR and at his own expense, or it shall be charged against any moneys due.
- 7.2 CONTRACTOR shall be responsible for maintenance of the project during construction and shall bear all risk of loss for damage to the project by any cause whatsoever during the term of construction.
- 7.3 In case of failure on the part of the CONTRACTOR to restore such property, road or street, or make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under the contract.

8. PARTIAL PAYMENT

- 8.1 The CONTRACTOR will receive partial payments on monthly estimates based on the amount of work done and accepted by the ENGINEER. The partial payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.
- 8.2 The CONTRACTOR shall prepare and submit to the ENGINEER for approval an estimate covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the payment period, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with supporting evidence as may be required by the OWNER and/or ENGINEER. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. This allowance shall be a maximum of 50% of supplier's invoice.
- 8.3 **All requests for partial payment shall be submitted to the ENGINEER by the last normal work day of each month. Requests received after this date shall be deferred to the following month. Payment shall be made to the CONTRACTOR within 30 days of receipt of a complete and valid request for partial payment.**
- 8.4 The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the contract unit prices, less an amount retained and less payments previously made. The amount retained shall be 10% of the amount due until final acceptance.

- 8.5 The OWNER shall require, as a condition precedent to making any payment, that the CONTRACTOR provide a Contractor's Affidavit and partial or complete Release of Lien, on forms approved by the OWNER. The Contractor's Affidavit shall state that all indebtedness incurred by the CONTRACTOR for labor, equipment, materials and services has been paid by the CONTRACTOR, and for all payments subsequent to the first payment hereunder, as evidence of such payment, CONTRACTOR may be required by OWNER to provide the OWNER with Mechanic's Lien Release or Waivers of Lien from all subcontractors, suppliers of materialmen.

9. FINAL PAYMENT

- 9.1 When final acceptance has been made by the OWNER, the ENGINEER will then review the amount of final request for payment and certify the amount of this approval. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under provisions of the contract, will be paid to the CONTRACTOR within 30 days after the final estimate has been approved by the ENGINEER, provided that the following requirements have been met:
- 9.1.1 The CONTRACTOR has agreed in writing to accept the balance due, as determined by the ENGINEER, as full settlement of his account under the contract, and of all claims in connection therewith.
- 9.1.2 The CONTRACTOR has furnished affidavits to the effect that all bills are paid and no suits are pending in connection with work done under the contract, and the CONTRACTOR has otherwise fully complied with the provisions of the Florida Lien Law.
- 9.1.3 All test results, etc., have been received by the ENGINEER.
- 9.1.4 Any inspections, etc., required by the local governmental entities having jurisdiction have been made.
- 9.2 The Contract will be considered complete when all work has been finished, the final inspection certified by the ENGINEER, and the project finally accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

10. FAILURE TO COMPLETE WORK ON TIME

- 10.1 Time is of the essence in this Contract but it will be difficult or impossible to ascertain the exact amount of loss which the OWNER will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after the expiration of the time stipulated for completion of the entire work, or for a portion of the work for which a time of completion is stipulated, with such extensions of time, if any, as may have been recommended by the ENGINEER and approved by the OWNER, the amount or amounts of money stated in these Supplementary General Conditions shall be deducted as liquidated damages from any money due the CONTRACTOR, or if no money is due the CONTRACTOR, the OWNER shall have the right to recover said amount or amounts from the CONTRACTOR, from the Surety, or from both. This deduction is not a penalty but constitutes liquidated damages for the loss to the OWNER because of the increase in expenses for administration, engineering, supervision and inspection, and loss of revenue resulting from the delay.
- 10.2 The CONTRACTOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work, or for its non-performance.
- 10.3 Nothing in this Article shall be construed as limiting the right of the OWNER to annul the Contract,

to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

11. TIME OF COMPLETION

11.1 All work shall be completed as outlined in the Agreement.

12. LIQUIDATED DAMAGES:

12.1 The amount of liquidated damages to be assessed shall be **a sum equal to the (contract sum * 10%)/365** per calendar day for failure to complete the contract as outlined in the Contract Documents.

12.2 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done here under are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

12.3 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time set forth in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

12.4 If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day including Sundays and Holidays that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

12.5 The said amount is fixed and agreed upon by and between the CONTRACTOR and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates or in the final Change Order.

12.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

12.6.1 To any preference, priority or allocation order duly issued by the Government.

12.6.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, and;

12.6.3 To any delays of Subcontractor or suppliers occasioned by any of the causes specified in

subsection (1) and (2) of this article: Provided, further, that the CONTRACTOR shall, notify the OWNER, in writing, of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

- 12.7 If the CONTRACTOR finds that he will be unable to complete the work under this Contract within the time period set forth in the Proposal plus any time extensions allowed due to the above causes, he may submit a formal written request to the OWNER through the ENGINEER for a time extension for causes other than those specified heretofore. Such formal request must be submitted by Friday 12:00 (noon) for any cause that has occurred within the previous seven (7) calendar days, and be accompanied by an up-to-date report of construction status, a revised, detailed construction schedule and any further documentation which the OWNER may require or which the CONTRACTOR may consider pertinent and favorable to his request. The OWNER will consider said request and will either allow or reject same, in writing within a reasonable period of time. Should a time extension be allowed, a change order will be prepared by the ENGINEER amending the terms of the Contract accordingly. If rejected, no further action will be taken and the Contract will remain unchanged.
- 12.8 In addition to such liquidated damages, the CONTRACTOR and/or his Surety shall be liable for the amount thereof, from Contract completion date until actual final completion, for all expenses for resident supervision and also for engineering supervision furnished by the OWNER and/or the ENGINEER plus 50 per cent thereof for overhead. These expenses shall be deducted by the OWNER from money due the CONTRACTOR.
- 12.9 The date upon which the assessment of liquidated damages as provided herein shall cease shall be the date of Substantial Completion which shall be as certified by the ENGINEER. For purposes of determining the amount of the expenses described above, the date of actual final completion of the Contract shall be determined by the ENGINEER and shall be the date after which no additional work on the project would be necessary to produce a project completely in accordance with the requirements of the Contract Documents and completely acceptable to the ENGINEER.

13. INSURANCE REQUIREMENTS

- 13.1 PERFORMANCE AND OTHER BONDS: (Delete in its entirety and substitute the following:
- CONTRACTOR shall furnish performance and payment bonds, each in an amount equal to one-hundred (100%) percent of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due. Except as otherwise provided by Law or Regulation or by the Contract Documents CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 13.4 CONTRACTOR'S LIABILITY INSURANCE (Add the following)
- 13.4.1 The limits of liability for the insurance required by Paragraph 13.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations.:
- 13.4.1 and 13.4.2 Worker's Compensation, etc. under Paragraphs 13.4.1 and 13.4.2 of the General Conditions:
- | | |
|--------------------------|---------------------------|
| (1) State | Statutory |
| (2) Applicable Federal | Statutory |
| (3) Employer's Liability | \$100,000 Each Occurrence |

13.4.3, 13.4.4,
and 13.4.5

Comprehensive General Liability (under Paragraphs 5.4.3 through 5.4.5
of the General Conditions):

- | | |
|--|---|
| (1) Bodily Injury (Including completed operations and product liability): | \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |
| Property Damage: | \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
or a combined single limit of
\$2,000,000 |
| (2) Property Damage Liability Insurance including Explosions, Collapse, and Underground coverages where applicable | Combined Single Limit each occurrence & in Annual Aggregate \$1,000,000 |
| (3) Personal Injury, with employment exclusion deleted | Combined Single Limit each occurrence & Annual Aggregate \$1,000,000 |
| Comprehensive Automobile Liability: | |
| Bodily Injury: | \$100,000 Each Person
\$300,000 Each Occurrence |
| Property Damage: | \$100,000 Each Occurrence or
combined single limit of
\$300,000 |

- 13.6 The Contractor shall purchase and maintain until final payment property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by laws and regulations). This insurance shall include the interests of the Owner, the Contractor, Subcontractors, the Engineer, and the Engineer's consultants in the work (all of whom shall be listed as insured of additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the work that are to be included in an application for payment. The policies of insurance required to be purchased and maintained by the Contractor in accordance with this paragraph 5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions.
- 13.7 The Contractor shall provide to the Owner within thirty (30) days after the effective date of the agreement, copies of all insurance policies entered into by the Contractor to achieve compliance with the insurance requirements of these contract documents. Should any policy expire with the contract time, or any extension thereof, the Contractor shall provide to the Owner not later than thirty (30) days prior to the expiration date of such policy, a copy of an acceptable replacement policy providing the types and limits of coverage not less than

that provided by the expiring policy.

13.8 TO BE DELETED from the General Conditions

13.9 TO BE DELETED from the General Conditions

14 COORDINATION OF UTILITY SERVICE

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the CONTRACTOR. The CONTRACTOR shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation will be paid to the CONTRACTOR. If, in the judgement of the ENGINEER, it is impossible to construct a given improvement in the location shown on the drawings, as a result of underground utility or utilities, either the utility owner will move the existing underground utility, or an appropriate Change Order will be executed for the moving by the CONTRACTOR.

14.8.1 Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, Florida 34737

14.8.2 Duke Energy
452 East Crown Point Rd
Winter Garden, Florida 34787

14.8.3 Comcast
8130 CR 44 Leg A
Leesburg, Florida 34788

14.1.4 CenturyLink - LUMEN
33 North Main Street
Winter Garden, Florida 34787

14.1.5 TECO Peoples Gas
1724 Kurt Street
Eustis, Florida 32726

14.1.6 OpticalTel
1360 South Dixie Highway
Coral Gables, Florida 33146

14.1.7 Summit Broadband
4558 35th Street
Orlando, Florida 32811

14.1.8 Uniti Fiber
805 Executive Center Drive W.
St. Petersburg, Florida 33702

14.1.9 Lake County
320 West Main Street
Tavares, Florida 32778

14.9 Prior to initiating any construction work on this project, the CONTRACTOR shall arrange a meeting with representatives of public and private utilities to coordinate and schedule the provision of temporary utility service required during construction and the permanent installation and connection of utilities for the completed construction project.

14.10 The CONTRACTOR shall at all times conduct his operation so as to interfere as little as possible with the existing facilities. The CONTRACTOR shall develop a program in cooperation with the ENGINEER and interested utility officials which shall provide for the construction of, and putting into service the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing facilities shall be planned so as not to interfere with the existing facility.

14.11 The CONTRACTOR shall maintain uninterrupted service at all service connections. The manner in which this is accomplished shall be left to the discretion of the CONTRACTOR, subject to the approval of the ENGINEER.

- 14.12 The public and private utilities including water, gas, storm drain and sewer lines, electrical conduit, power lines, cables and appurtenant plant and facilities, are and must be kept in continuous operation, and all work hereunder must be so conducted as to avoid interference with or interruption in the operation of same, and shall be started and completed in the shortest practicable time, in order that these additional contemplated facilities may be available for use without delay. All work hereunder must be so conducted so as to avoid unreasonable interference or interruption in travel of streets, alleys, or individual access ways. In order to secure these results, the order of procedure and methods of conducting work shall at all times be subject to the approval of the ENGINEER without in any way relieving the CONTRACTOR of responsibility for same.
- 14.13 It is to be particularly understood that continuity of utility services, noninterference with operation or other construction, and minimum interference with normal travel, and safety of all utility plants and equipment personnel, as well as the safety and well-being of the general public, shall be given prime consideration, and that the decisions of the ENGINEER shall be followed in all matters relating thereto. The CONTRACTOR shall maintain uninterrupted service at all service connections. Should the CONTRACTOR fail to observe such requirements or to provide the necessary and proper safeguards against accidents or damage, the OWNER shall, upon the advice of the ENGINEER and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract, or to suspend work under this contract until such deficiencies are satisfactorily remedied, or to cancel Contract and complete same with his own forces as he may deem advisable, at the CONTRACTOR'S expense.

15 INDEMNIFICATION

- 15.8 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, the ENGINEER, and their agents, and employees in accordance with the provisions of this paragraph.
- 15.9 In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee of CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

16 AUTHORITY AND DUTIES OF INSPECTOR

- 16.8 The ENGINEER shall appoint such Inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied and to supervise the execution of the work contemplated under this Contract.

- 16.9 Inspectors employed by the OWNER shall also be authorized to inspect all work done and all materials furnished. Such inspection may extend to any or all parts of the work and to the preparation, fabrication or manufacture of the materials to be used.
- 16.10 An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER.
- 16.11 If the CONTRACTOR refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be accepted nor paid for.
- 16.12 The Inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR in no wise shall be construed as binding to the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all the terms of the Contract.
- 16.13 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR shall constitute a violation of this Contract.

17 SALVAGED EQUIPMENT AND MATERIALS

- 17.8 All salvaged materials and equipment are the property of the OWNER and shall be stored by the CONTRACTOR at his expense as directed by the ENGINEER except as otherwise provided in these specifications. The CONTRACTOR shall remove and clean all reusable items of materials and/or equipment removed from existing structures that are to be demolished or abandoned in the course of the work.

18 SAFETY REGULATIONS

- 18.8 In addition to the requirements of the General Conditions section of these specifications, the CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines and similar Equipment Near Power Lines", "Excavations and Trenching Operations", and "Construction and Use of Scaffolds", and similar regulations of that Department.
- 18.9 The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.
- 18.10 The CONTRACTOR shall comply with all OSHA (Occupational Safety and Health Administration) requirements.
- 18.11 The CONTRACTOR is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the CONTRACTOR to adhere to and enforce all such safety rules and regulations. The OWNER shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the CONTRACTOR or any and all Subcontractors of the CONTRACTOR.

19 PUBLIC SAFETY AND CONVENIENCE

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and

to insure the protection of persons and property, in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public, except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

20 RECORD DATA AND AS-BUILTS

- 20.8 The CONTRACTOR shall maintain during the progress of the project, accurate records of the location, length and elevation of all buildings, structures, equipment, pipe lines and piping installed. In areas where the Contractor is responsible for construction staking and as-builts, the contractor shall promptly, after completion of that portion of the work deliver to the ENGINEER or OWNER record drawings with accurate notations recorded thereon. Final Project As-Built Drawings shall be signed and sealed by a Professional Surveyor & Mapper registered in the State of Florida. The CONTRACTOR will be held responsible for accuracy of such data and shall bear any cost incurred in finding utilities as a result of incorrect data furnished on the as-built drawings supplied by the Contractor. As-Built Drawings are considered an integral part of the work. Therefore, delivery of three (3) sets of final signed and sealed As-Built Drawings, as well as a DVD containing electronic copies shall be required prior to final payment.

21 BARRICADES, WARNING AND DETOUR SIGNS

- 21.8 The CONTRACTOR shall, in accordance with the requirements of the Florida Department of Transportation's Manual on Traffic Control & Safe Practices, provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The CONTRACTOR shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed as not to be blown over by the wind.
- 21.9 Roadways, parkways and other existing work, including sodded or grassed areas, damaged by the CONTRACTOR'S operations shall be repaired at the CONTRACTOR'S expense and left in condition as good as existed before the work was commenced.

22 WORK WITHIN ROAD RIGHTS-OF-WAY

- 22.8 The CONTRACTOR shall notify the Department of Transportation (D.O.T.), City government or County government, as applicable, at least 24 hours prior to commencing work within the road right-of-way.
- 22.9 Permits for all work within the right-of-way will be obtained by the OWNER. The CONTRACTOR shall, however, verify the existence of the permit before commencing work within this area.
- 22.10 All work related to highway crossings and within highway right-of-way shall be in full compliance with the terms of the permit and in accordance with the requirements of the governing authority.
- 22.11 In event of conflict between the requirements of these Specifications and details and those of the governing authority, the requirements of said governing authority shall govern. This precedence shall be applicable only when right-of-way belonging to the State of Florida, City or County, is involved. In all other cases the more stringent requirements shall govern.
- 22.12 The costs of any and all items of work required by the governing authority, payment for which is

not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefor.

23 RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE

- 23.8 The Owner strongly believes in the "right to work" and expressly reserves the right to terminate the Agreement or suspend the work upon 24 hours notice upon the occurrence of any work stoppage or "picketing" of the job resulting from the action of any organized labor group. This stipulation shall be contained in any and all subcontracts entered into for any portions of the work. No additional compensation shall be allowed if so terminated or suspended.

24 DISPUTE RESOLUTION

- 24.8 The venue for the enforcement, construction or interpretation of this agreement shall be the court system of the Fifth Judicial Circuit, depending on the jurisdictional limits, and all parties do hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 24.9 The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level."

25 PRECONSTRUCTION CONFERENCE

- 25.8 The ENGINEER shall set the date and time for the preconstruction conference and shall determine attendance requirements. At a minimum, representatives of the CONTRACTOR and all major SUBCONTRACTORS shall be present, along with representatives of the City and the City's Engineer.
- 25.9 At least 24 hours in advance of the preconstruction conference the CONTRACTOR shall submit the following:
- 25.9.1 A preliminary construction schedule listing beginning and ending dates or number of days for the completion of each item or work. A bar graph is preferable.
- 25.9.2 A list of phone numbers for all key personnel and project superintendents or foremen. This list shall include office, mobile, beeper and home phone numbers.
- 25.9.3 A Preliminary Pay Schedule with estimated dates and amounts of progress payments.

26 STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES

- 26.8 No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands owned by the developer or OWNER.

27 SUBCONTRACTORS AND SUPPLIERS

- 27.8 Contractor shall complete and submit with his bid the list of subcontractors and suppliers attached as part of the contract documents. Owner reserves the right to approve all subcontractors at their discretion.

28 SHOP DRAWINGS AND MATERIAL SUBMITTALS

- 28.8 Contractor shall submit an electronic copy or six (6) printed copies of all shop drawings and material submittals. An electronic copy or four (4) copies shall be returned to the Contractor upon approval.

- 28.9 Review of the first submission and one resubmission of Shop Drawings will be performed by Owner and Owner's Consultants, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of the Shop Drawing will be reviewed by Owner and Owner's Consultants, however Owner will document work hours and other expenses required to perform such additional review(s) and Contractor shall reimburse Owner for these costs.

29 CLEAN-UP AND COMPLETION

- 29.8 This section of the Specifications is intended to cover the furnishing of all labor, materials, equipment and/or incidentals necessary to the completion of all the requirements of the drawings, notes, schedules and these Specifications relating to clean-up.
- 29.9 Throughout the construction period, the CONTRACTOR is to maintain the project in a standard of cleanliness as described in this Section. In addition to the standards described in this Section, the CONTRACTOR will comply with all the requirements for cleaning up in various other sections of these Specifications. The CONTRACTOR will conduct daily inspections, and more if necessary, to verify that requirements of cleanliness are met. In addition to the standards described in this Section, the CONTRACTOR will comply with all pertinent requirements of governmental agencies having jurisdiction, provide all required personnel, equipment and materials needed to maintain the necessary standards of cleanliness, and use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the Manufacturer of the material or as approved by the Representative.
- 29.10 The CONTRACTOR will retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. The CONTRACTOR is not to allow the accumulation of scrap, debris, waste material and other items not required for the construction of work.
- 29.11 At least twice a month, and more often if necessary, the CONTRACTOR will completely remove all scrap, debris and waste material from the job site and dispose of it off-site in accordance with all Local, State and Federal regulations. Weekly, and more often if necessary, the CONTRACTOR will inspect all arrangements of materials stored on the site, restack, tidy or otherwise service all requirements of this Section. Daily, and more often if necessary, the CONTRACTOR will inspect the site and pick up all scrap, debris and waste material and remove all such items to the place designated for their storage.
- 29.12 The CONTRACTOR is to provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology, including the Wildlife Habitat Management Plan.
- 29.13 The CONTRACTOR will maintain the site in a neat, orderly condition at all times, to the approval of the OWNER'S representative. In case of failure on the part of the CONTRACTOR to comply with all conditions of this section the OWNER may, upon 24 hour notice, proceed to clean the site as may be deemed necessary by the OWNER. All costs encountered by the OWNER, including dump fees, shall be deducted from the next payment due the CONTRACTOR, which payment shall include a 15% management fee applied to all OWNER expenses.

30 WARRANTY

- 30.8 The CONTRACTOR warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The CONTRACTOR will provide the OWNER with all warranties pursuant to the terms of the General Conditions. In the event that the CONTRACTOR must return to perform warranty work, the CONTRACTOR must thereafter provide for an extended warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, which ever is greater.

END OF SECTION

GENERAL STRUCTURAL NOTES

STRUCTURAL NOTES APPLIES TO SHEET "S5.1" ONLY

GENERAL CONDITIONS

- ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE ELECTRICAL, CIVIL, AND MECHANICAL DRAWINGS, SPECIFICATIONS AND SHOP DRAWINGS.
- THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE WORK DEPICTED ON THE DRAWINGS. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.
- FOR ALL ITEMS EMBEDDED IN OR PASSING THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO THE ELECTRICAL FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH A DEMOLITION, FOUNDATION EXCAVATIONS, AND OTHERS.

DESIGN CRITERIA

BUILDING CODES AND REFERENCES:

- 2023 FLORIDA BUILDING CODE, 8TH EDITION
- REINFORCED CONCRETE: ACI 318-19 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
- DEAD LOADS ASSUMED FOR DESIGN:
GENSET AND FUEL TANK: 26,648 LBS DRY (MIN), 41,500 LBS WET (MAX)
- WIND DESIGN CRITERIA:

RISK CATEGORY	III
WIND IMPORTANCE FACTOR, I_w	1.00
ULTIMATE DESIGN WIND SPEED, V_{ULT}	140 MPH
NOMINAL DESIGN WIND SPEED, V_{ASD}	109 MPH
EXPOSURE CATEGORY	C

FOUNDATIONS

FOUNDATION DESIGN:

MAXIMUM ALLOWABLE SOIL BEARING PRESSURE USE FOR DESIGN IS 2,000 PSF ASSUMING CLASS 4 FOUNDATION MATERIAL PER FBC TABLE 1806.2.

CONCRETE (CAST-IN-PLACE)

- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318 & 350 REQUIREMENTS.
- ALL CONCRETE SHALL BE AIR-ENTRANED WITH A MINIMUM OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS UNLESS OTHERWISE NOTED.
- MIX DESIGN REQUIREMENTS:
 - PORTLAND CEMENT: TYPE I/II OR TYPE III IN ACCORDANCE WITH ASTM C150.
 - WATER TO CEMENT RATIO : 0.44 MAX
 - FINE AGGREGATE: CLEAN AND NATURAL SAND IN ACCORDANCE WITH ASTM C33
 - COURSE AGGREGATE: #57 STONE IN ACCORDANCE WITH ASTM C33

STRUCTURAL ABBREVIATIONS

STRUCTURAL ABBREVIATIONS APPLIES TO SHEET "S5.1" ONLY

& @ # ADDTL ALUM AEWS	AND AT NUMBER ADDITIONAL ALUMINUM AUTOMATIC END WELDED STUD(S)	EXP FE FF FG FRP	EXPANSION FIRE EXTINGUISHER FAR FACE, FINISHED FLOOR FINISHED GRADE FIBER REINFORCED PLASTIC	PEMB PERP PL PLF	PRE-ENGINEERED METAL BUILDING PERPENDICULAR PLATE POUND PER LINEAR FOOT
ALT APROX BLD BM BOT CJ CL CLR CMU	ALTERNATE APPROXIMATE(LY) BUILDING BEAM BOTTOM CONTROL JOINT CENTER LINE CLEAR CONCRETE MASONRY UNIT	FT FTG FV GA GALV HK HORIZ HSS	FOOT FOOTING FIELD VERIFY GAGE GALVANIZED HOOK HORIZONTAL HOLLOW STRUCTURAL SECTION HIGH POINT	PT PROJ PSF PSI	PRESSURE TREATED PROJECTION POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH
COL CONC CONN CONST JT CONT DIA DEG DITTO DWG DWL (E) EA EF EJ EL ELEC EMBED EQ EW EXIST	COLUMN CONCRETE CONNECTION CONSTRUCTION JOINT CONTINUOUS DIAMETER DEGREE(S) DITTO DRAWING DOWEL(S) EXISTING EACH EACH FACE EXPANSION JOINT ELEVATION ELECTRICAL EMBEDMENT EQUAL EACH WAY EXISTING	HP ID JT LB(S) LONG LP MANUF MATL MAX MECH MFR MIN MISC MO MTL NO NTS OC OH OPNG PCS	INSIDE DIAMETER JOINT POUND(S) LONGITUDINAL LOW POINT MANUFACTURER MATERIAL MAXIMUM MECHANICAL MANUFACTURER MINIMUM MISCELLANEOUS MASONRY OPENING METAL NUMBER NOT TO SCALE ON CENTER OPPOSITE HAND OPENING PIECES	REINFORCING REQUIRED SCHEDULE(D) SIMILAR SAWCUT JOINT SHEET METAL SCREW SPECIFICATIONS SQUARE STAINLESS STEEL STANDARD STEEL TOP OF TIE BEAM TOP AND BOTTOM THICK THRU TOC TOS TYP UNO VERT WT WWF	RADIUS REINFORCING REQUIRED SCHEDULE(D) SIMILAR SAWCUT JOINT SHEET METAL SCREW SPECIFICATIONS SQUARE STAINLESS STEEL STANDARD STEEL TOP OF TIE BEAM TOP AND BOTTOM THICK THRU TOC TOS TYP UNO VERT WT WWF

STRUCTURAL LEGEND

STRUCTURAL LEGEND APPLIES TO SHEET "S5.1" ONLY

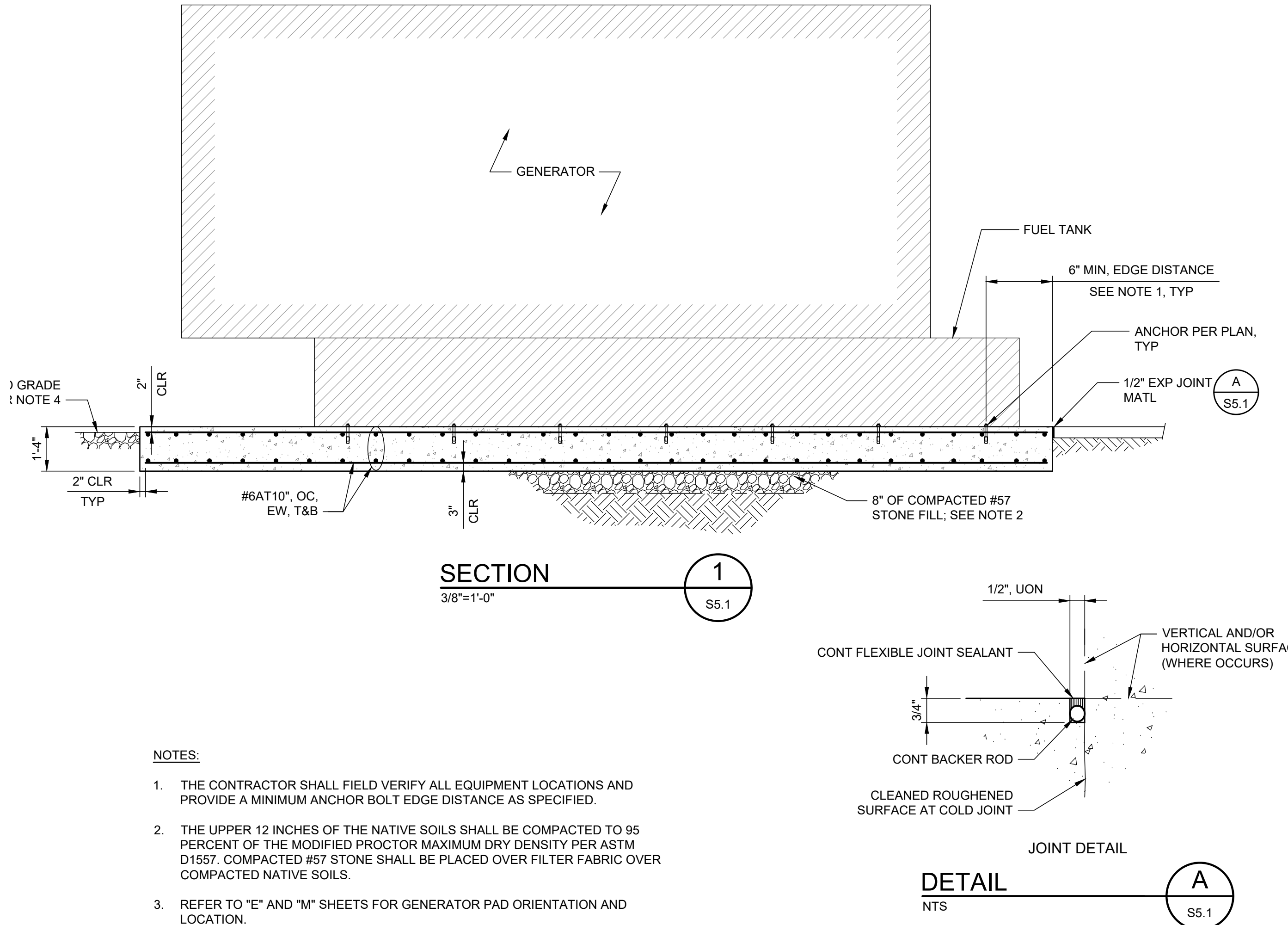
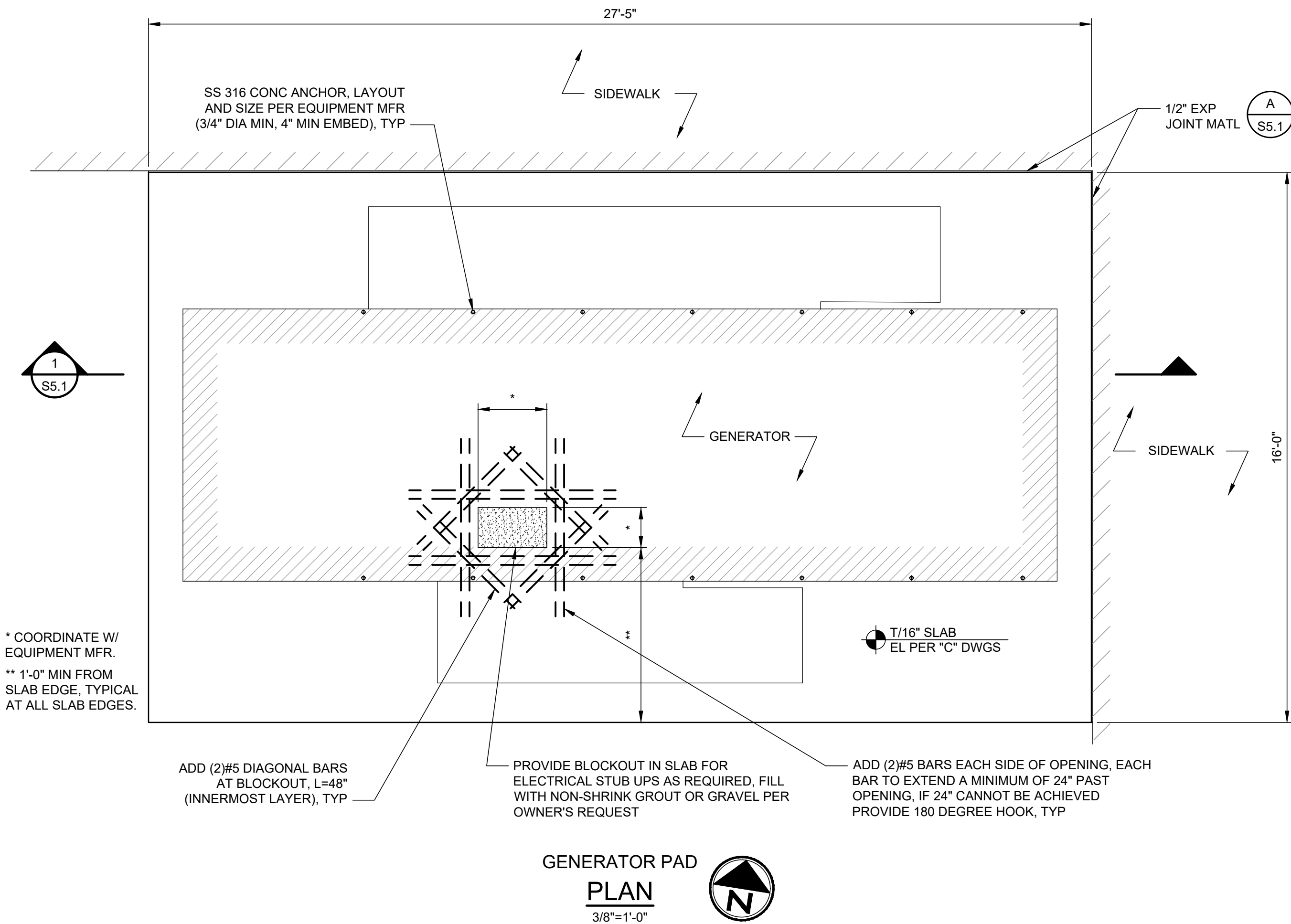
	EARTH FILL		CONCRETE
	UNDISTURBED EARTH		EXISTING CONCRETE
	COMPACTED GRANULAR FILL		CONCRETE MASONRY
	GROUT OR SAND (AS NOTED)		STEEL
	GRATING		ALUMINUM

STRUCTURAL SYMBOLS

STRUCTURAL SYMBOLS APPLIES TO SHEET "S5.1" ONLY

	COLUMN TAG & CENTER LINE		ELEVATION TAG
	SECTION NO.		DETAIL NO.
	BUILDING SECTION INDICATOR		DETAIL INDICATOR
	DWG. NO.		DWG. NO.

	SECTION NO.		DETAIL NO.
	BUILDING SECTION INDICATOR		DETAIL INDICATOR
	DWG. NO.		DWG. NO.



NOTES:

- THE CONTRACTOR SHALL FIELD VERIFY ALL EQUIPMENT LOCATIONS AND PROVIDE A MINIMUM ANCHOR BOLT EDGE DISTANCE AS SPECIFIED.
- THE UPPER 12 INCHES OF THE NATIVE SOILS SHALL BE COMPACTED TO 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557. COMPACTED #57 STONE SHALL BE PLACED OVER FILTER FABRIC OVER COMPACTED NATIVE SOILS.
- REFER TO "E" AND "M" SHEETS FOR GENERATOR PAD ORIENTATION AND LOCATION.

REVISION	DATE	BY	CHKD	APP'D	ADDENDUM NO. 4
	08/07/2025				

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA WATER TREATMENT PLANT No. 3	GENERATOR PAD PLAN, SECTION AND DETAIL
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	902 North Sinclair Ave Tavares, Florida 32778 Office: 352.343.8481 Fax: 352.343.8495 Certificate of Authorization Number: 33390
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DATE:	AUGUST 2025
DESIGNED BY:	DSM
DRAWN BY:	JRR
CHECKED BY:	JVS
JOB NO.:	055783.001
FILE NAME:	****
Sheet S5.1	

DAVID S. MORRIS, PE Registered Eng 74717
