

Quietwater Boardwalk Restroom Renovation

Prepared For:

Santa Rosa Island Authority
1 Via De Luna
Pensacola Beach, FL 32561



Prepared By

Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

2026



Project Description

A. General:

Project name is Quietwater Boardwalk Restroom Renovation.

B. Abbreviated Written Summary:

Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

1. The project consists of the renovation and modernization of the existing public gang restrooms and custodial space located at the Quietwater Beach Boardwalk building between Ron Jon Surf Shops in Pensacola Beach, Florida. The work area is approximately 400 square feet and includes improvements intended to increase durability, functionality, and ease of maintenance in a high-use coastal public facility. Existing finishes, fixtures, and components that have deteriorated due to age and exposure will be removed and replaced with new materials and equipment designed for long-term service in a marine environment. The renovation will also improve usability of the men's restroom by modifying portions of the layout while maintaining the existing plumbing infrastructure where feasible.

C. The work includes but may not be limited to the following:

1. Architectural:

Selective demolition of existing interior partitions, finishes, doors, fixtures, accessories, and toilet partitions. Salvage and reconstruction of wood framed walls where required and construction of new stud walls where indicated. Replacement of existing steel and wood doors and frames with fiberglass reinforced panel (FRP) doors and frames suitable for coastal environments. Installation of new ceramic floor tile over a new mortar bed designed to provide positive drainage to floor drains. Replacement of damaged wall finishes with new impervious wall systems including ceramic tile and FRP wall panels to improve durability and maintenance. Replacement of toilet partitions with new partitions extending higher for improved privacy and durability. Installation of new restroom accessories including mirrors, grab bars, dispensers, waste receptacles, and signage. Existing ceilings will be repaired, cleaned, or replaced as required and repainted to match adjacent finishes.

2. HVAC:

Replacement of existing restroom exhaust fans and associated mechanical components. Reconnection and modification of ductwork as necessary to provide proper ventilation of the men's and women's restrooms. New exhaust ductwork will be routed to existing exterior penetrations where possible. Mechanical work includes coordination with new ceiling layouts and replacement diffusers where required to maintain adequate air distribution and ventilation performance.

3. **Plumbing:**

Removal and replacement of existing plumbing fixtures including water closets, urinals, lavatories, mop sink, and drinking fountain with new fixtures designed for durability and accessibility. Installation of new countertop and wall-mounted lavatories, replacement of floor-mounted water closets, and installation of a new ADA-compliant bottle filling station and drinking fountain. Existing sanitary and domestic water piping will be reused where feasible, with replacement or extension of copper water supply lines and PVC sanitary piping where required. New floor drains and trap primers will be provided as necessary, and corroded pipe hangers within the crawlspace will be replaced. Plumbing work will be coordinated with architectural and mechanical improvements.

4. **Electrical:**

Replacement of interior lighting fixtures within the restrooms, custodial area, and electrical room with new energy-efficient lighting. Electrical work includes coordination with existing lighting controls and the existing power distribution system. Existing fire detection, alarm, and smoke detection devices will be salvaged and reinstalled or replaced as required. Electrical improvements will also include modifications necessary to accommodate new mechanical equipment and plumbing fixtures.

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**SECTION 00010
INVITATION TO PROVIDE PROPOSALS**

The Santa Rosa Island Authority (Owner) will receive sealed Proposals from qualified contractors until **10:00 AM, CDST on Friday, April 7, 2026**. Proposals received after this time will not be accepted. Proposals will be publicly opened and recorded by the Owners' Representative and a recommendation for award will be made based on the Lowest Qualified Proposal.

Pre-Solicitation Conference

A **Non-Mandatory** Pre-Solicitation Conference will be held on **March 27, 2026, at 10:00 AM CDST**, at 1 Via De Luna, Pensacola Beach, Florida. Potential bidders may also attend remotely online via Microsoft Teams at the following:

Microsoft Teams Meeting ID: 274 818 537 656 22 **Passcode:** NW6Vx2KX

At this time the SRIA's representative will be available via email to answer questions relative to the Solicitation. Any questions or suggested modifications may be presented in writing to, or discussed with, the SRIA representative(s) at the email address listed below.

Contract documents, including performance specifications and location map relative thereto may be inspected at the office of the Consultant, Baskerville-Donovan, Inc., 449 West Main Street, Pensacola, Florida. Digital copies of the specifications may be secured from the Consultant. These documents will be provided in PDF format. The bidder will be responsible for producing paper copies of these documents as they feel appropriate.

Questions regarding plans and specifications can be addressed via Email to the Consultant at the following address through close of Business on March 31st :

Baskerville-Donovan, Inc.
Attn: Jason Frick, PE
449 West Main Street
Pensacola, FL 32502
850-438-9661 Telephone
jfrick@baskervilledonovan.com

END OF SECTION 00010

**SECTION 00020
INSTRUCTIONS TO BIDDERS**

PROPOSALS will be received by SANTA ROSA ISLAND AUTHORITY (herein called the "OWNER"), at the office of SRIA at 1 Via De Luna, Pensacola Beach, Florida 32561 until **10:00AM (CDST), on Tuesday, April 7, 2026.**

Each BID must be submitted in a sealed envelope addressed to SANTA ROSA ISLAND AUTHORITY. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Quietwater Boardwalk Restroom Renovation** and the envelope should bear on the outside the BIDDER'S name, address and license number. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, 1 Via De Luna, Pensacola Beach, Florida 32561.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. One original and two copies of the BID form are required. The Bid Bond must accompany the Bid Proposal Form.

EVALUATION OF PROPOSALS:

In evaluating proposals, the SRIA will consider all information that it deems relevant for awarding a contract including, without limiting the generality of the foregoing, price, ability to perform, experience and past performance. With regards to any bids or proposals submitted in response hereto, to the extent permitted by law the SRIA reserves the right to waive any errors, omissions, irregularities, and deviations if the SRIA determines that such action is in the best interest of the SRIA and/or public health, safety and/or welfare. Furthermore, to the extent permitted by law the SRIA may waive any requirement or provision hereof and reserves the right to modify the requirements referenced herein, to reject any and all bids or proposals, to modify (with the approval of the bidding or proposing party) any bid or proposal, to negotiate with any bidding or proposing party regarding any price, term and/or condition, including increasing or decreasing a proposed price and/or the scope of the project.

This Request for Proposal is utilized merely as a vehicle to facilitate the evaluation of prospective contractors and proposals. Except as required by law this Request for Proposal shall not in any manner grant and shall not be construed in any manner to grant any rights, benefits or expectations of any manner whatsoever to any person interested in submitting, contemplating submitting, or who in fact does submit a bid proposal in response hereto. The final terms and conditions of any project or contract contemplated herein may be negotiated between the SRIA and any responsive bidder and, except as required by law, the SRIA shall not be required to accept any particular bid or proposal or negotiate with any particular responsive bidder notwithstanding perceived favorable provisions of price, time of performance, experience, quality of service, etc., contained in a responsive bid or proposal. The SRIA reserves the right to negotiate a proposal in the best interest of the SRIA which may include adding or deleting

terms and conditions from those specified herein and/or from those bid upon by a responsive bidder or contained in a responsive bidder's bid or proposal.

Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

PRE-SOLICITATION CONFERENCE

A **Non-Mandatory** Pre-Solicitation Conference will be held on **Friday, May 27, 2026** commencing at **10:00 AM CDST**, at 1 Via De Luna, Pensacola Beach, Florida. At this time the SRIA's representative will be available to answer questions relative to the Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the SRIA representative (s) at this meeting and may be considered by said representatives (s) as possible amendments to the Solicitation.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID Schedules by examination of the site and a review of the performance specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there has been any misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The BIDDER is to further understand that the quantities shown (except for Lump Sum) are estimates only and the final in-place measurements shall be used to obtain the final contract amount.

The party to whom the contract is awarded shall execute the AGREEMENT within twenty-four (24) hours of the date and time of the NOTICE OF AWARD. Additionally, the party to whom the contract is awarded shall be required to obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date of the NOTICE OF AWARD. The NOTICE OF AWARD will be accompanied by the necessary PERFORMANCE BOND and PAYMENT BOND forms. If the party to whom the contract is awarded fails to execute said AGREEMENT within twenty four (24) hours from the date and time of the NOTICE OF AWARD and/or to furnish said Bonds within ten (10) calendar days from the date of the NOTICE OF AWARD, said OWNER will be entitled to consider all the rights of the party to whom the contract is awarded arising out of the OWNER's acceptance of the BID of the party to whom the contract is awarded as abandoned. The OWNER will be entitled to such rights as may be granted by law.

The Contractor shall acquire all county permits.

The CONTRACT DOCUMENTS contain the provisions required for construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each Contractor shall not award work to subcontractors unless listed on the bid form, without prior written approval of the OWNER.

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms.

The OWNER, within fifteen (15) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the sixty (60) days after the Bid date or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The NOTICE TO PROCEED may be issued with the NOTICE OF AWARD at the Owner's discretion.

The OWNER may make such investigations as deemed necessary to determine the ability of each BIDDER to perform the WORK, and each BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID may not be accepted.

All applicable laws, ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do

any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is BASKERVILLE-DONOVAN, INC. The ENGINEER's address is 449 W. Main Street, Pensacola, Florida 32502.

Questions concerning this project shall be directed to Jason Frick at the above address, telephone (850) 438-9661, email; jfrick@baskervilledonovan.com

All questions regarding clarifications of the plans and specifications shall be sent by mail or email.

END OF SECTION 00020

**SECTION 00030
BID PROPOSAL FORM**

The undersigned Contractor, hereinafter called "Bidder," proposes to furnish all permitting documents, designs, material and labor for construction of Quietwater Boardwalk Restroom Renovation for the Santa Rosa Island Authority, Pensacola Beach, Florida, hereinafter called the "Owner," in accordance with the specifications and in full accordance with instructions to bidders, contract and contract documents relating thereto on file in the office of the Santa Rosa Island Authority for the Sum of:

\$ _____

The Santa Rosa Island Authority has the right to accept all, some or none of the Bid Items.

NOTES:

1. Bids shall include sales tax and all other applicable taxes and fees.

The Bidder hereby agrees that the above proposal shall remain in full force and effect for a period of 60 days after the time of opening of this proposal and that the Bidder will not revoke or cancel this proposal or withdraw from the competition within said 60 day period, and that in the event the Contract is awarded to this Bidder, he will, within 10 consecutive calendar days after it is awarded, enter into written contract with the Owner in accordance with the accepted Bid.

The Bidder further agrees, that if awarded the Contract, to complete the said work within 100 calendar days after date of written Notice to Proceed, including any and all Alternates included in construction contract.

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period:

ADDENDUM NO. _____ DATED _____

RESPECTFULLY SUBMITTED,

CONTRACTOR

Signature

Address

Title

Phone Number

License Number (if applicable)

Date

SEAL - (if BID is by a corporation)

List of Subcontractors

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Total Base Bid	1	LS	_____	_____

NOTE: This project will be awarded to the lowest bidder based solely on the "TOTAL BASE BID" value listed above in the "BASE BID PAY ITEMS" table.

**SECTION 00040
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and
_____, as Surety, are hereby held and firmly
bound unto SANTA ROSA ISLAND AUTHORITY as OWNER in the penal sum of Five
Percent (5%) for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns. Signed, this _____,
2026. The Condition of the above obligation is such that whereas the Principal has submitted to
the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract
in writing, for

_____.

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and

seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END SECTION 00040

**SECTION 00050
STANDARD FORM OF AGREEMENT**

This Agreement is made and entered into as of the _____, 2026, by and between the SANTA ROSA ISLAND AUTHORITY, 1 Via De Luna, Pensacola Beach, Florida 32561, (“Owner”), and _____ (“Contractor”) (who herein may individually be referred to as a “Party” or collectively as the “Parties”), to perform all work (“Work”) in connection with construction of the **Quietwater Boardwalk Restroom Renovation**, (“Project”), as said Work is set forth in the Performance Specifications prepared by Baskerville-Donovan, Inc. (“Engineer”) and other Contract Documents hereafter specified.

SECTION I CONTRACT DOCUMENTS

- A. The Contract Documents consist of this Agreement, the Exhibits described in Section VI hereof, Change Orders, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the “Contract Documents” and sometimes as the “Agreement”). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

- B. Owner shall furnish to the Contractor two (2) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION II SCOPE OF WORK

- A. **General.** Contractor will provide all services required for the proper design, permitting and construction of the Project.

- B. **Responsibilities of Contractor With Respect to Construction.**
 - (1) The Contractor will provide all construction supervision, inspection, labor, materials tools, construction equipment and subcontracted items necessary for the execution and completion of the Project.
 - (2) The Contractor will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Contractor which has been legally enacted at the time of execution of this Agreement and for which the Contractor is liable.
 - (3) The Contractor will prepare and submit for the Owner’s approval an estimated Progress Schedule for the Project. The Progress Schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and those unforeseen conditions and events which are beyond the Contractor’s control.
 - (4) The Contractor shall keep such full and detailed accounts as may be necessary for the proper financial management under this Agreement. The system shall be satisfactory to the Owner who shall be afforded access to all of the Contractor's

records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Contractor shall preserve all such records for a period of three (3) years after the final payment or longer where required by law.

C. Royalties and Patents.

The Contractor shall pay all royalties and license fees for materials, methods and systems incorporated in the work. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except when a particular design process or product is specified by the Owner. In such case the Contractor shall be responsible for such loss only if he has reason to believe that the design, process or product so specified is an infringement of a patent, and fails to give such information promptly to the Owner.

D. Warranties and Completion.

In addition to the warranties set forth in Section 20 of the General Terms and Conditions (Exhibit "A") (hereafter "General Conditions"):

- (1) The Contractor will secure required certificates of inspection, testing or approval and deliver them to the Owner;
- (2) The Contractor will collect all written warranties and equipment manuals and deliver them to the Owner; and
- (3) The Contractor, with the assistance of the Owner's maintenance personnel, will direct the checkout of utilities and operations of systems and equipment for readiness, and will assist in their initial start-up and testing.

SECTION III CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Base Bid: \$ _____.

Based upon paragraph 1.2 of the General Conditions of this Agreement:

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility that the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

SECTION IV BONDS

- A. Contractor shall provide Performance and Payment Bonds, in the forms prescribed in Exhibits “B” and “C,” in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the Owner; provided, however, the surety shall be rated as “A” or better and Class XII or higher rating as to financial size category and the amount required shall not exceed two percent (2%) of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.
- C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment Bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it.

SECTION V CONTRACT TIME AND LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of the Work under this Agreement. The “Commencement Date” shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **One Hundred (100)** calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the Owner within **One Hundred and Fifteen (115)** calendar days from the Commencement Date (herein “Contract Time”), No work under this contract shall commence until certificates of insurance (see Section 12.2, et seq., of the General Conditions) have been received and acknowledged by the Owner.
- B. Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the **One Hundred and Fifteen (115)** day time period noted above, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Owner issues a Substantial Completion Certificate pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the Parties agree represents a fair and reasonable estimate of the Owner’s actual damages at the time of

contracting if Contractor fails to substantially complete the Work in a timely manner.

- C. When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 holiday for the Owner employees, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or such holiday.

SECTION VI EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- EXHIBIT A General Terms and Conditions
- EXHIBIT B Performance Bond
- EXHIBIT C Payment Bond
- EXHIBIT D Insurance
- EXHIBIT E Form of Release & Affidavit
- EXHIBIT F Form of Contractor Application for Payment
- EXHIBIT G Form of Change Order
- EXHIBIT H Form of Basis of Payment
- EXHIBIT I Warranty
- EXHIBIT J Specifications

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PERMITS

SRIA – Quietwater Boardwalk Restroom Renovation Approval

SECTION VII DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

As-Built -- A complete set of marked-up drawings showing field changes and actual installed conditions. This also includes valve references with no less than two (2) distances to permanent objects and all inverts.

Change Orders -- A written order to the Contractor, in the form set forth in Exhibit “G”,

authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Amount or the Contract Time.

Construction Phase -- The period during which construction of the Project occurs

Field Order -- A written order effecting a change in the Work not involving an adjustment in the Contract Amount or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Shop Drawings -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specified portions of the Work shall be fabricated or installed.

Specifications -- The portions of the Contract Documents, set forth in Exhibit "J", consisting of written descriptions of a technical nature of materials, equipment, construction systems, and workmanship.

Subcontractor -- An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a portion of the Work at the site.

Substantial Completion -- The date certificated by the Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it is intended.

Work -- All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Work Directive Change -- A written directive issued by the Owner or the Engineer to the Contractor changing the scope of the Work.

SECTION VIII NOTICES

- A. All notices, communications, reports, applications, or other written documents required or made pursuant to this Agreement by the Contractor to the Owner shall be in writing and delivered by hand; by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or some other traceable delivery service, addressed to the following:

Mike Burns, Executive Director
Santa Rosa Island Authority
1 Via De Luna
Pensacola Beach, Florida 32561

and Contractor shall provide a copy thereof to:

Jason Frick, PE
Baskerville-Donovan, Inc.
449 W. Main Street
Pensacola, Florida 32502

- B. All notices required or made pursuant to this Agreement by Owner to Contractor shall be made in writing and shall be delivered by hand or United States Postal Service Department, first class, mail, postage pre-paid, return receipt requested, or some other traceable delivery service addressed to the following:
- C. Either Party may change its above stated address by giving written notice to the other Party in accordance with the requirements of this Section.

SECTION IX MISCELLANEOUS

- A. Modifications: No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Parties.
- B. Successors and Assigns: Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their successors and assigns.
- C. Governing Law: This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida.
- D. No Waiver: The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Any custom or practice of the Parties in variance with the

terms of this Agreement shall not constitute a waiver of the aggrieved Party's right to demand strict compliance with the terms of this Agreement.

- E. Entire Agreement: The Parties agree and represent that this Agreement comprises the full and entire agreement between the Parties affecting the Work contemplated herein, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
- F. Severability: The invalidity, unenforceability or lawful rejection of any of the provisions of this Agreement shall not affect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby request the courts (or applicable regulatory authorities) to construe, reconstruct and/or reform this Agreement in a manner rendering this Agreement effective within the intent and purpose of this Agreement.
- G. Attorneys' Fees: In connection with any dispute or litigation arising under, from, as a result of, or out of this Agreement, the Parties agree that the prevailing Party in such dispute or litigation shall be entitled to recover all costs and expenses incurred (including those incurred in any appeals from any litigation and enforcement of judgment), including reasonable attorneys' fees and fees for the service of other professionals, para-professionals and similar persons.
- H. Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- I. Relationship of Parties: This Agreement is not intended, and shall not be construed, to create a partnership, joint venture or other similar relationship between the Parties.
- J. Plurals/Gender: Whenever the context of this Agreement permits, the singular shall include the plural, and one gender shall include all.
- K. Headings: The headings or captions set forth this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of date first set forth above.

CONTRACTOR.

By: _____

Its: _____

ATTEST:

Its: _____

SANTA ROSA ISLAND AUTHORITY

By: _____

ATTEST:

Owner Clerk

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

- 1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2 If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor shall immediately report same to the Owner in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Owner.
- 1.3 Drawings are intended to show general arrangements and extent of Work and are not intended to serve as design documents or shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontractors, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4 The Contractor may be furnished with additional instructions by the Engineer as necessary to carry out the Work contemplated by the Contract Documents. The additional instructions thus supplied will become part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional instructions and pursuant to the terms otherwise set forth in the Contract Documents.
- 1.5 Any discrepancies found between the Specifications and site conditions or any inconsistencies or ambiguities in the Specifications shall immediately be reported by Contractor to the Owner and the Engineer. In the event of a discrepancy between or among the specifications or other Contract Document provisions,

Contractor shall be required to comply with the provision which is more restrictive or stringent requirement upon the Contractor, as determined by the Owner. The Engineer shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2. INVESTIGATION AND UTILITIES

- 2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- 2.2 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner, by written notice, of:
- 2.2.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 2.2.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 2.3 The Owner shall promptly investigate such conditions reported by Contractor, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given, or if such notice is not given the Contractor shall be deemed to have waived the claim.

3. PROGRESS PAYMENTS

- 3.1 Prior to the commencement of Work, Contractor shall submit to Owner, for its review and approval, a Schedule of Values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Owner, this Schedule of Values shall be used as the basis for the Contractor's Applications for Payment. The Schedule of Values and any payments to Contractor as a result thereof, shall be based upon the "Basis of Payment" which is attached to the Agreement as Exhibit "H." The schedule shall

be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit "F".

- 3.2 Prior to submitting its first monthly Application for Payment, Contractor shall submit to Owner a complete list of all its proposed Subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by Owner, the Owner shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's prior written approval.
- 3.4 Contractor shall submit two (2) copies of each of its Applications for Payment, to the Owner on or before the 25th day of each month for work performed during the previous month. One of the said Applications for Payment shall be sent directly to Mike Burns, Executive Director, Santa Rosa Island Authority, 1 Via De Luna Dr., Pensacola Beach, FL 32561 and the other Application for Payment shall be sent directly to Jason Frick, PE, Baskerville-Donovan, Inc., 449 West Main Street, Pensacola, Florida 32502. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Owner shall either: (i) indicate approval of the requested payment; (ii) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (iii) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the Owner, the Contractor may make the necessary corrections and resubmit the Application for Payment. The Owner shall, within thirty (30) calendar days after Owner's approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the Owner be obligated to pay an amount greater than that portion of the Application for Payment approved by the Owner.
- 3.5 The Owner shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the Owner for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the Owner.
- 3.6 Interim, periodic and/or monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 3.7 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached as Exhibit "E," showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is

being requested have been paid in full. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4. PAYMENTS WITHHELD

4.1 The Owner may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indications probable filing of such claims; (c) failure of Contractor to make payment properly to Subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, the Owner may, after three (3) days written notice, rectify the same at Contractor's expense. The Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

5. FINAL PAYMENT

5.1 Owner shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by the Owner in accordance with Subsection 19.1, below, of these General Conditions, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit "E," as well as a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the Owner.

5.2 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Owner at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit such materials at its own expense

and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

- 6.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier and followed by the words “or approved equal”, the naming of the item is intended to establish the type, function and quality required. Materials or equipment of other suppliers may be accepted by the Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the Owner from anyone other than Contractor and all such requests must be submitted by Contractor to the Owner within seven (7) calendar days before the date Bids are due.
- 6.3 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Owner for acceptance thereof, certifying that the proposed substitution shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor’s achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require Contractor to furnish at Contractor’s expense additional data about the proposed substitute.
- 6.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Owner, if Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent or superior to that indicated or required by the Contract Documents. The procedures for submission to and review by the Owner shall be those provided herein for substitute materials and equipment.
- 6.5 The Owner shall be allowed a reasonable time within which to evaluate each proposed substitute. The Owner shall be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the Owner’s prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor’s

expense a special performance guarantee or other surety with respect to any substitute. The Owner shall charge Contractor and may deduct from payments due Contractor all expenses incurred by the Owner in connection with review, evaluation and analysis of the proposed substitution, such expenses to include but not be limited to expenses incurred by the Owner for review by the Engineer of the proposed substitute.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

- 7.1 Unless waived in writing by the Owner, during the Construction Phase the Contractor shall complete and submit to the Owner on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Owner. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 7.1.1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 7.1.2 Soil conditions which adversely affect the Work;
 - 7.1.3 The hours of operation by Contractor's and Subcontractors' personnel;
 - 7.1.4 The number of Contractor's and Subcontractors' personnel present and working at the Project site, by subcontract and trade;
 - 7.1.5 All equipment present at the Project site, description of equipment used and designation of time equipment was used (specifically indicating any down time);
 - 7.1.6 Description of Work being performed at the Project site;
 - 7.1.7 Any unusual or special occurrences at the Project site;
 - 7.1.8 Materials received at the Project site; and
 - 7.1.9 A list of all visitors to the Project site.
 - 7.1.10 Rain Data

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Owner pursuant to the Contract Documents.

- 7.2 Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all Shop Drawings and other Contractor submittals and all written interpretations and clarifications issued by the Owner, in good order and annotated to show all changes made during the construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all filed changes that are made to adapt the Work to field conditions, changes resulting from Change

Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit, and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features. The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The As-Built record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these As-Built record documents, samples, and shop drawings shall be delivered to Owner by Contractor for the Owner's use and possession.

- 7.3 Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement. The Owner, or any duly authorized agents or representatives of the Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

8. CONTRACT TIME AND TIME EXTENSIONS

- 8.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3 Delays for rain shall be granted if Contractor provides timely notice of delay. Contractor should notify the Owner within 48 hours of any rainfall event that delays the progress of the work. Notification shall be provided in writing to the Owner within the time frame previously stated.
- 8.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and

agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK

- 9.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and the Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally.
- 9.2 A Change Order, in the form attached as Exhibit "G" to the Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.
- 9.3 If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the changes as directed in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Section 10, below, of these General Conditions or else be deemed to have waived any claim on this matter Contractor might otherwise have had.
- 9.4 In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractors or sub-subcontractors for field and home office overhead is included in the markups noted above.
- 9.5 The Owner shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

- 9.6 The Owner shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10. CLAIMS AND DISPUTES

- 10.1 A Claim is a demand or assertion by one of the Parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the Party making the Claim.
- 10.2 Claims by the Contractor shall be made in writing to the Owner with a copy directly to the Engineer, within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Owner and the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.
- 10.3 The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. The Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

11. OTHER WORK

- 11.1 The Owner may perform other work related to the Project at the site by Owner's own forces, have work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the Owner within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time, an adjustment to the Contract Amount, or other modification of the Contract Documents.
- 11.2 Contractor shall afford each utility owner and other contractor (or Owner, if Owner is performing the additional work with Owner's employees) proper and

safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Owner and the others whose work will be affected.

- 11.3 If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

12. INDEMNIFICATION AND INSURANCE

- 12.1 Contractor agrees to save harmless, indemnify, and defend the Owner and its agents, officers, and employees from any and all claims, losses, penalties, interests, demands, judgments and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable of any materials, tools, machinery or other property of the Owner. Owner and Contractor agree that the first \$100.00 of the Contract Amount paid by the Owner to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of Owner by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the Owner, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all claims made. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

- 12.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit "D" to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required

insurance shall be AA@ (excellent) rated with a minimum financial size category of "IX," according to the "A.M. Best Key Rating Guide", latest edition. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide Owner with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the Owner, such as "Acord Form 25." The Certificates of Insurance shall be signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to the Owner in care of Mike Burns, Executive Director, Santa Rosa Island Authority 1 Via De Luna Dr., Pensacola Beach, Florida 32561. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the Owner, on a timely basis, when requested by the Owner.

- 12.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies or coverage.
- 12.4 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the Owner applicable to this Project. The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the Owner.
- 12.5 Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in Exhibit "D," unless such insurance requirements for the Subcontractor is expressly waived in writing by the Owner. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the Santa Rosa Island Authority as an additional insured and shall contain severability of interest provisions. The Owner shall also be designated as certificate holder with the address of 1 Via De Luna Dr., Pensacola Beach, Florida, 32561. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the Owner, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of Work under the Agreement, succeeding insurance policies shall be consecutive to the expiring policy.
- 12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the Owner. "Claims made" policies, if approved by the Owner and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the Agreement. "Claims-

made” renewals or carrier and policy replacements shall reflect the original “retro-date.”

- 12.7 Should at any time the Contractor not maintain the insurance coverage required herein, the Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge the Contractor for such coverage purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 12.8 Contractor shall submit to the Owner a copy of all accident reports arising out of any personal injuries, property damages or any other losses or damages arising or alleged to have arisen on account of any work by Contractor or Subcontractor under the Contract Documents.
- 12.9 Duty to Provide Legal Defense. The Contractor agrees to pay to the Owner, as well as provide a legal defense for the Owner, which shall include attorneys’ fees and costs, both of which will be done only if and when requested by the Owner, for all claims as described in Subsection 12.1, above. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner’s exclusive remedy.

13. COMPLIANCE WITH LAWS

- 13.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker’s compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Owner in writing. Compliance with the above laws shall include but is not limited to: (i) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (ii) the Florida Worker’s Compensation Law, Chapter 440, Florida Statutes; (iii) Chapters 4L and 38I, Florida Administrative Code; and (iv) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by Owner staff or the Contractor, until the deficiency is corrected.

14. CLEANUP AND PROTECTIONS

- 14.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready

for use and occupancy by the Owner.

- 14.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to or better than that existing at the time of Contractor's commencement of the Work.

15. ASSIGNMENT

- 15.1 Contractor shall not assign the Agreement or any part thereof, without the prior consent in writing of the Owner. If Contractor does, with approval, assign the Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the Owner.

16. PERMITS, LICENSES AND TAXES

- 16.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall be responsible for notifying all permitting agencies when construction commences. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.
- 16.3 Contractor or Subcontractor performing the sanitary sewer work shall be a Florida licensed *Underground Utility and Excavation Contractor*.

17. TERMINATION FOR DEFAULT

- 17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the Owner to terminate the Agreement, in whole or in part, as further set forth in this Section 17, if Contractor: (i) fails to begin the Work under the Contract Documents within the time specified herein; (ii) fails to properly and timely perform the Work as directed by the Owner or as provided for in the approved Progress Schedule; (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; (iv) discontinues the prosecution of the Work; (v) fails to resume Work which has been suspended within a reasonable time after being notified to resume Work; (vi) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (vii) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (viii) makes an assignment for the benefit of creditors; (ix) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work;

and/or (x) materially breaches any other provision of the Contract Documents.

- 17.2 Owner shall notify Contractor in writing of Contractor's default(s). If the Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the Owner, in its sole discretion, may choose.
- 17.3 If the Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages, and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner, on demand, the full amount of such excess, including costs of collection, attorneys' fee (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the Owner, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder.
- 17.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section 17, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the Owner is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the Owner shall be the same as and limited to those afforded Contractor below under Subsection 18.1, below, regarding termination of the Agreement for convenience.

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 18.1 The Owner shall have the right to terminate the Agreement without cause upon seven (7) calendar day's written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to (i) that portion of the Contract Amount earned through the date of termination;

(ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2 The Owner shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar day's prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate of Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (i) the Release and Affidavit in the form attached Exhibit "E;" (ii) consent of surety to final payment, and (iii) if required by the Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the Owner. The Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the Owner is completely satisfied, the final payment shall not become due and payable.

20. WARRANTY

20.1 Contractor shall obtain and assign to the Owner all express warranties given to Contractor or any Subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in

conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21. TESTS AND INSPECTIONS

- 21.1 The Owner, its representatives, agents, and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide the Owner with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 21.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish to the Owner all required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.
- 21.3 If any Work that is to be inspected, tested or approved is covered without written concurrence from the Owner, such work must, if requested by the Owner, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the Owner notice of Contractor's intention to cover the same and the Owner has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from the Owner, such Work must, if requested by the Owner, be uncovered for Owner's observation and be replaced at Contractor's sole expense.
- 21.4 The Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the Owner in connection with any overtime work; such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 21.5 Neither observations by the Owner nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

- 22.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the Owner, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including,

but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

- 22.2 Subject to the provisions of Section 21, above, if the Owner considers it necessary or advisable that covered Work be observed by the Owner or inspected or tested by others, Contractor, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection, or tests as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, if any, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 22.3 If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the 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 the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Contractor or any other party.
- 22.4 Should the Owner determine, at its sole option, it is in the Owner's best interest to accept defective Work, the Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after final payment, Contractor shall promptly pay to the Owner an appropriate amount to adequately compensate the Owner for its acceptance of the defective Work.
- 22.5 If Contractor fails, within a reasonable time (which under most circumstances will be ten (10) days or less, but under no circumstance shall be greater than thirty (30) days) after the written notice from the Owner, to correct the defective Work or to remove and replace rejected defective Work as required by Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or

for which the Owner has paid Contractor but which are stored elsewhere. Contractor shall allow the Owner, and its representatives, agents, and employees such access to the Project site as may be necessary to enable the Owner to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS

23.1 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the Work and the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the Owner except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of the Owner or the Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

24.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stress or pressures that will endanger it.

24.3 The Contractor shall at all times during construction activity control turbidity caused by construction related acts, by the placement of contamination curtains, hay bales or suitable temporary erosion control barriers. The pumping and

discharge of trench water shall be in accordance with all local, state and federal agencies which control such activities. Any permits for such activities shall be obtained by the Contractor.

25. EMERGENCIES

25.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount, an extension to the Contract Time, or other modification to the Contract Documents.

26. USE OF PREMISES

26.1 Contractor shall confine all construction equipment, the storage of materials and equipment, and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

26.2 The Contractor shall store materials and equipment in areas designated by the Engineer. Any costs for additional storage shall be borne by the Contractor.

26.3 No signs or advertisements shall be displayed on the site or building except with written consent of the Owner.

27. SAFETY

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

27.2 All employees of the Work and other persons and/or organizations who may be affected thereby;

27.3 All the Work, and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

- 27.4 Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.
- 27.5 Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the Owner has occurred.
- 27.6 Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner.
- 27.7 To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards shall be placed and maintained during progress of the Work and until it is safe for both pedestrian and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.
- 27.8 Trenching and earth work shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, suitable bridges must be provided.

28. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Owner to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Owner with respect to the Project, when directed to do so by the Owner. Contractor shall have its Subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Owner.

29. SCHEDULE OF WORK

- 29.1 All Work shall be arranged and shall be carried out in such a manner so as to achieve substantial completion and otherwise complete the Work within the times required in the Contract Documents.

- 29.2 Should the Contractor's work, through no fault of the Engineer, the Owner, or other Contractors, fail to progress according to the Progress Schedule, and if, in the opinion of the Owner, the Work cannot be completed within the Contract Time, or if deemed necessary to protect this and adjoining work from damage, the Contractor shall work additional time over the established hours of work, including holidays, as required to meet the Progress Schedule without additional expense to the Owner.
- 29.3 The Contractor is required to furnish adequate manpower at the Project to complete the Work within the Contract Time and in the accordance with the Progress Schedule. Should payment of premium time, bonuses, or the like be necessary to attract sufficient manpower for the Project, such extra costs shall be borne by the Contractor without additional compensation from the Owner.
- 29.4 When so ordered, in writing, by the Owner or the Engineer, whether to advance the Contract Time, or for any other reason for the Owner's benefit, the Contractor shall work overtime and/or additional shifts and shall be reimbursed by the Owner for Contractor's actual net premium costs of such overtime and/or shifts for ordered and so worked, including insurance and taxes applicable thereto, without other overhead or profit. Such costs and expenses shall be subject to audit by the Owner.

31. TESTING SERVICE

- 31.1 The Contractor will furnish and pay for the services of a qualified independent testing laboratory approved by the Engineer to provide quality control, if required. It is the Contractor's responsibility to notify the Engineer and testing laboratory as items become ready for testing. Re-testing of all testing failures shall be at the Contractor's expense. The testing laboratory shall work under the direction of the Engineer. Copies of reports of all tests shall be sent to the Contractor, the Engineer and the Owner.

32. DISPOSAL OF WASTE MATERIALS

- 32.1 No burial of waste materials will be permitted on the premises. The Contractor shall at all time keep the premises free from accumulations of waste material or debris caused by Contractor's employees or the Work, and shall remove same when necessary or required by the Owner or the Engineer.

EXHIBIT "B"

PERFORMANCE BOND

BOND: _____

NOW ALL MEN BY THESE PRESENTS that _____, as Principal, and _____, as Surety, located at _____ (business address) are held and firmly bound unto the Santa Rosa Island Authority ("Owner"), in the sum of _____ Dollars (\$ _____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a Agreement dated as of the _____ day of _____, 2026, with Owner for construction of the **Quietwater Boardwalk Restroom Renovation**, in accordance with specifications, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the principal shall in all respects:

1. Well and faithfully perform and execute the said Agreement and the Work therein provided and guaranties the work therein provided, in all respects according to the Contract Documents as defined in the Contract, and according to the time and terms and conditions of the Contract;
2. Protect, indemnify, keep, and save harmless the Owner against all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees that may in any way accrue or come against the Owner arising out the work of the Principal, or that may in any way result from the act, carelessness, or neglect of the Principal, its agents, employees, workers, or Subcontractors, in any respect whatsoever, or that may result on account of any infringement of any patent, trademark, or copyright by reason of the materials, machinery, processes, devises, or apparatus used or furnished in the performance of the Agreement and during construction and after completion of the Work;
3. Perform the guarantees and warranties set forth in the Contract Documents, including guaranty of all Work and materials furnished under the Agreement for the time specified in the Contract;
4. Pay to the Owner any and all sums that may be due the Owner under the terms of the Agreement and specifications, or either of them, by reason of the default, forfeiture, cancellation, or abrogation of the Contract, or by reason of any liquidated damages, or by reason of any latent or patent defect in the Work; and

5. Pay all valid claims and demands whatsoever, and repay any over payment; then this obligation is to be null and void, otherwise it is to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying it shall in any way affect the Surety's obligations on this Bond, and Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents. If extra work is necessary to complete the Project for which this Bond is offered, then the monetary consideration for such extra work will be added to the penal sum of this Bond. The Surety, for value received, further stipulates and agrees that it will pay the Owner all losses, damages, including delay or liquidated damages, if any (but nothing herein shall be construed as permitting delay damages), expenses, costs, and attorneys' fees, including appellate proceedings, that the Owner sustains because of a default by the Principal under the Contract. Actions on this Performance Bond may be brought at any time within five (5) years after the date of actual possession by the Owner, the date of issuance of a Certificate of Occupancy, or the date of abandonment of construction if the Project is not completed, whichever date is latest.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument as of the _____ day of _____, 2026, the names and corporate seal of each corporate party being affixed hereto and the premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, Sealed and
Delivered in the Presence of:

PRINCIPAL:

By _____

Name Printed: _____

Name Printed: _____

Its: _____

Name Printed: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

(AFFIX NOTARY STAMP)

SURETY:

Name Printed: _____

By _____
Name Printed: _____

Its: _____

Name Printed: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

(AFFIX NOTARY STAMP)

EXHIBIT "C"

PAYMENT BOND

BY THIS BOND, We, _____
(hereinafter called the "Principal") and _____
(hereinafter called the "Surety"), located at _____,
a surety insurer chartered and existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto the Santa Rosa
Island Authority (hereinafter called the "Owner") in the sum of
_____ Dollars (\$_____) for payment of which we
bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly
and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter
referred as the "Contract") as of _____ (the bid award date for project
thereto) for the purpose of the **Quietwater Boardwalk Restroom Renovation**, said Agreement
being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the
Principal shall in all respects:

1. Promptly make payments to all claimants identified or referenced in
Section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as
used directly or indirectly by the Principal in the prosecution of the Work provided for in the
Contract; and
2. Pay the Owner for all losses, damages, expenses, costs and attorneys' fees,
including those resulting from appellate proceedings, that the Owner sustains because of a
default by the Principal in contravention to the Agreement in regard to payment for such labor,
materials, or supplies furnished to the Principal;

then this Bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance
with any formalities connected with the said Agreement or alterations which may be made in the
terms of the said Contract, or in the Work to be done under it, or the giving by the Owner of any
extension of time for the performance of the said Contract, or any other forbearance on the part
of the Owner or Principal to the other, shall not in any way release the Principal and the Surety,
or either of them, their heirs, personal representatives, successors or assigns from liability
hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being
hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply
with the requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided or
allowed by law.

3. As concerns payment for labor, materials and supplies, as affects certain
claimants, no legal action shall be instituted against the Principal or Surety on this Bond after
21202.48

one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 2026 (the date of issue by the Surety's agent and the date of such agent's power-of-attorney).

Signed, Sealed and
Delivered in the Presence of:

PRINCIPAL:

Name Printed: _____

By _____
Name Printed: _____

Its: _____

Name Printed: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

(AFFIX NOTARY STAMP)

SURETY:

Name Printed: _____

By _____
Name Printed: _____

Its: _____

Name Printed: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

(AFFIX NOTARY STAMP)

EXHIBIT "D"

INSURANCE

1. The Contractor shall obtain and maintain such insurance as will protect it from (i) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (ii) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (iii) claims for damages because of bodily injury, sickness or disease or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (iv) from claims for injury to or destruction of tangible personal property including loss of use resulting therefrom - - any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

2. This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

3. The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its Subcontractors obtain and maintain until the completion of that Subcontractor's work, such of the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

4. The Contractor shall require the insurance agent/broker to provide replacement certificates of insurance on a timely basis, but no later than five (5) days prior to policy termination.

5. The Contractor shall obtain and maintain the following insurance coverage's as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

A. Florida statutory worker's compensation and employers liability with minimum limits of \$500,000.00, whether required by Chapter 440, Florida Statutes, or not. Contractor and Subcontractors may provide a valid certificate of exemption issued by the State of Florida in lieu of workers' compensation insurance coverage.

B. Commercial general liability with minimum combined single limits of \$1,000,000.00, including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability, and products and completed operations. The exclusion for underground damage, explosion and collapse shall be removed through a policy endorsement. The Commercial General Liability policy's total pollution exclusion shall be removed by endorsement.

C. Automobile liability with minimum combined single limits of \$100,000.00 for all hired, owned and non-owned vehicles. The Automobile Liability policy's total pollution exclusion shall be removed by endorsement.

D. Excess or umbrella liability with minimum limits of \$2,000,000.00

which are no more restrictive than the underlying limits. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted. The umbrella policy shall mirror the Commercial General and Automobile Policies' coverage with respect to removal of the total pollution exclusion.

E. Professional liability insurance with minimum limits of \$500,000.00 for engineers and architects employed by the Contractor, if any.

F. Builders risk insurance underwritten on the "all risks of physical loss" basis for replacement cost for the full value of the completed Project to cover the Owner and the Contractor as their interest may appear. An installation floater may be an alternative if appropriate to the Agreement.

EXHIBIT "E"

RELEASE AND AFFIDAVIT

STATE OF FLORIDA
ESCAMBIA COUNTY

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

1. In accordance with the Contract Documents and in consideration of _____ Dollars (\$_____) paid, _____ ("Contractor") releases and waivers for itself and its Subcontractors, materialmen, successors and assigns, all claims, demands, costs and expenses, whether in contract or in tort, against the Santa Rosa Island Authority ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner dated _____, 2026, for the period from _____ to _____.

2. Contractor certifies for itself and its Subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

3. Contractor agrees to indemnify, defend and save harmless the Owner from all demands or suits, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

4. This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

(CONTRACTOR)

Name Printed: _____

By _____
Name Printed: _____

Name Printed: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

(AFFIX NOTARY STAMP)

EXHIBIT "F"

FORM OF CONTRACT APPLICATION FOR PAYMENT

**USE STANDARD AIA FORM OF PAYMENT APPLICATION
AND SCHEDULE OF VALUES OR APPROVED EQUALIVENT**

EXHIBIT "G"

CHANGE ORDER

CHANGE ORDER NO.: _____

CONTRACT
NO.: _____

TO: _____

DATE: _____

PROJECT NAME: _____

PROJECT NO.: _____

Under our AGREEMENT dated _____, 2026.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR	THE	(Additive)	(Deductive)	Sum	of	:
_____			(\$ _____)			
	Original Agreement Amount		\$ _____			
	Sum of Previous Changes		\$ _____			
	This Change Order (Add) (Deduct)		\$ _____			
	Present Agreement Amount		\$ _____			

This time for completion shall be (increased/decreased) by ____ (____) calendar days due to this Change Order. Accordingly, the Contract Time is now ____ (____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

FOR THE CONTRACTOR:

Accepted: _____, 2026

By: _____
Name and Title

By: _____
Signature

FOR THE OWNER:

Approved: _____, 2026

By: _____
Name and Title

By: _____
Signature

EXHIBIT "H"

BASIS OF PAYMENT

PART 1 - SCOPE OF WORK

The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications. Payment will be made based on the specified items included in the description in this section for each bid item.

1.1 GENERAL

All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment, fees and incidentals necessary to complete the construction as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

1.2 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility that the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

1.3 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

1.4 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.5 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.6 OTHER PROVISIONS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Reduction in retainage shall not be requested by the Contractor or made by the Owner until as-built (record) drawings have been submitted to and approved by the Owner.

1.7 UNIT PRICES

The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment, and incidentals for the item in place, complete in every detail. There will be no direct payment for clearing, grubbing, caulking, excavation, bracing, dewatering, backfilling, clean-up, sheeting, shoring, restoration of property, testing or other items of work necessary for the installation of the item unless specifically addressed in the bid schedule.

1.8. LUMP SUM

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. The lump sum price bid for various items shall be compensation in full for furnishing all materials, labor, equipment, dewatering and incidentals necessary to install these items complete and operable in every detail and in accordance with these plans and specifications.

1.9 PIPE

The unit price bid for furnishing and laying the various sizes of pipe will be compensation in full for furnishing all material, labor, equipment and incidentals necessary for laying the pipe, in accordance with these specifications. Measurement for payment will be made along the centerline of junctions or to the various ends. There will be no deduction in measured length for fittings, valves or manholes installed in the line.

1.10 APPLICATION FOR PAYMENT

The Contractor shall submit an application for payment, no more frequent than monthly, to the Engineer for review and approval upon partial completion of the project before the Contractor will be compensated for the work performed during that period. The application shall invoice work completed as detailed in the Contractor's Proposal. Final payment in full will be made when work is completed to the satisfaction of the Owner, and the Engineer, when it has been shown that the Contractor has discharged all obligations of this Contract (Release of Liens) and when all punch list items have been corrected.

EXHIBIT "I"

WARRANTY

(Date)

PROJECT: **Quietwater Boardwalk Restroom Renovation**
SRIA Project No. 21202.48

_____ warrants that all work shall remain in serviceable and good condition (ordinary wear and tear abuse and causes beyond the control of _____ excluded) for a period of one year from the date of final acceptance of the work, and states that they will repair or replace without cost to the SANTA ROSA ISLAND AUTHORITY, any imperfection in whole or in part which may develop in the work during the period above stated and any damage to other work caused by imperfections or the repairing of same.

Witness

BY: _____

PRINT/TYPE: _____

Witness

TITLE: _____

of _____

(CONTRACTOR)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me this day personally appeared, _____,
_____ who, being first duly sworn, deposes and says that he/she executed the foregoing instrument for the uses and purposes set forth therein.

Sworn to and subscribed before me this _____ day of _____, 2026.

SIGN: _____

PRINT/TYPE: _____

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT "J"
SPECIFICATIONS

**SECTION 00080
NOTICE OF AWARD**

TO Contractor

PROJECT DESCRIPTION: Quietwater Boardwalk Restroom Renovation

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated March 13, 2026, and March 27, 2026, Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of
\$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____ 2026.

SANTA ROSA ISLAND AUTHORITY
OWNER

BY: _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____ Title _____

this the ____ day of _____, 2026.

END OF SECTION 00080

**SECTION 00090
NOTICE TO PROCEED**

TO: (Contractor)

DATE: _____

PROJECT: **Quietwater Boardwalk Restroom Renovation**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2026 on or before _____, 2026 and you are to complete all WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2026.

The NOTICE also serves as acknowledgement of receipt of Insurance Certificates.

SANTA ROSA ISLAND AUTHORITY
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

(Contractor)

this the _____, 2026.

(Signature)

By _____
(Type or Print Name)

Title _____

END OF SECTION 00090

SECTION 01010 – SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 PROJECT / WORK IDENTIFICATION

A. General: Project name is Quietwater Boardwalk Restroom Renovation located at 400 Quietwater Beach Road, Pensacola Beach, Florida. The work includes renovation of approximately 400 square feet within the existing public restroom building including the men's restroom, women's restroom, vestibule, and custodial closet.

B. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

1. This project includes demolition of selected interior partitions, finishes, plumbing fixtures, toilet partitions, accessories, doors, and associated mechanical, plumbing, and electrical components within the existing restroom facility.
2. Provide interior renovation of the men's and women's restrooms including installation of new plumbing fixtures, lavatories, urinals, water closets, drinking fountain with bottle filler, mop sink, and associated plumbing modifications connected to existing sanitary and domestic water systems.
3. Reconfigure the layout of the men's restroom to improve circulation and usability and provide additional urinal fixtures while maintaining the existing plumbing infrastructure where feasible.
4. Install new interior partitions, framing, and finishes including ceramic tile flooring, wall tile finishes up to approximately 8 feet in height, fiberglass reinforced panels (FRP), and moisture-resistant gypsum board in accordance with the plans and specifications.
5. Replace all restroom doors and frames with new fiber-reinforced panel (FRP) doors and frames suitable for a coastal and high-use public environment.
6. Provide new toilet partitions, grab bars, mirrors, soap dispensers, hand dryers, diaper changing stations, and other restroom accessories as indicated in the construction documents.

7. Install new ceiling finishes and repair or repaint existing ceiling surfaces as required. Coordinate installation of lighting fixtures, diffusers, and mechanical components with electrical and mechanical drawings.
8. Replace existing restroom finishes and materials with FEMA flood damage-resistant materials rated Class 4 or Class 5.
9. Replace deteriorated plumbing pipe supports and hangers in the crawlspace below the building with corrosion-resistant stainless steel supports.
10. Provide new flooring and wall finishes in the custodial closet including epoxy flooring and FRP wall panels.

1.3 CONTRACTOR'S USE OF PREMISES

A. General: The Contractor shall limit use of the premises to areas required for construction activities indicated in the Contract Documents.

B. Use of the Site: Confine operations to the designated work areas and coordinate activities with the Owner to maintain safe public access along the Quietwater Boardwalk during construction.

1. Maintain safe pedestrian access around the work area at all times.
2. Protect existing building elements, utilities, and adjacent tenant spaces from damage during construction.
3. Secure the site and construction materials to prevent unauthorized access.

1.4 COORDINATION

A. The Contractor shall coordinate the work of all trades required for completion of the project including architectural, plumbing, mechanical, and electrical work.

B. Coordinate installation of plumbing fixtures, electrical devices, lighting, and mechanical components with architectural finishes and wall construction.

C. Field verify all dimensions and existing conditions prior to construction and notify the Engineer of any discrepancies before proceeding with the work.

1.5 WORK UNDER OTHER CONTRACTS

A. The Owner reserves the right to perform work on site under separate contracts or by Owner forces.

B. The Contractor shall cooperate fully with other contractors and coordinate construction activities to prevent interference with ongoing operations at the Quietwater Boardwalk.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01010

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule.
2. Submittal schedule.
3. Daily construction reports.
4. Shop Drawings.
5. Product Data.
6. Samples.
7. Quality assurance submittals.

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Performance and payment bonds.
4. Insurance certificates.
5. List of subcontractors.

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 2 weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 2 weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label as needed for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the Subcontractor.
 - f. Name and address of the Supplier.
 - g. Name of the Manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.

- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
 - 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 - 2. Transmittal Form: Use AIA Document G810 or other approved form.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule per Section 01311.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
 - 1. Refer to Division 1 Section "Applications for Payment" for cost reporting and payment procedures.
- F. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- G. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
 - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.

1.7 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and keep copies on site for review.
 - 1. List of subcontractors at the site.
 - 2. Approximate count of personnel at the site.
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.
 - 10. Change Orders received, implemented.
 - 11. Services connected, disconnected.
 - 12. Equipment or system tests and startups.
 - 13. Partial Completions, occupancies.
 - 14. Substantial Completions authorized.

1.8 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).

7. Initial Submittal: Submit one correctable, translucent, reproducible print and two (2) blue- or black-line prints for the Engineer's review. The Architect will return the reproducible print.
8. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

1.9 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 4. Submittals: Submit six (6) copies of each required submittal; submit ten (10) copies where required for maintenance manuals. The Architect will retain one and will return the others marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.10 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, detail's of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
 3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
 - a. The Engineer will review and return preliminary submittals with the Engineer's notation, indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. The Engineer will return one set marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
 - 1. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.11 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Technical Specifications.

1.12 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. Final Unrestricted Release: When the Engineer marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that

- compliance.
2. Final-But-Restricted Release: When the Engineer marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 3. Returned for Resubmittal: When the Engineer marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01311 - SCHEDULES AND REPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
 - 1. Preliminary construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Submittal schedule.
 - 4. Schedule of inspections and tests.
 - 5. Unit-price schedule.
 - 6. Daily construction reports.
 - 7. Material location reports.
 - 8. Field correction reports.
 - 9. Special reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

1.4 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit a preliminary horizontal bar-chart-type construction schedule within 7 days of the date established for commencement of the Work.
 - 1. Provide a separate time bar for each significant construction activity. Coordinate each element on the schedule with other construction activities. Schedule each construction activity in proper sequence. Provide a continuous vertical line to identify the first working day of each week.

2. Indicate completion of the Work in advance of the date established for Substantial Completion.
 3. Provide a title column and columns for percentage performed by CONTRACTOR labor and percentage performed by subcontractor.
- B. Submittal Tabulation: With the submittal of the Preliminary Construction Schedule, include tabulation by date of submittals required during the first 90 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead-time for manufacture or fabrication. The list should include required return dates.
1. Denote items that must be reviewed quickly.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a comprehensive, fully developed, horizontal bar-chart-type, contractor's construction schedule. Base the schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of the Project.
1. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - a. Alternately provide a computer printout.
 2. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 3. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
 4. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the ENGINEER's administrative procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
1. Requirements for phased completion.
 2. Work by separate contractors.
 3. Work by the OWNER.
 4. Pre-purchased materials.
 5. Coordination with existing construction.
 6. Limitations of continued occupancies.

7. Uninterruptible services.
 8. Partial occupancy prior to Substantial Completion.
 9. Site restrictions.
 10. Provisions for future construction.
 11. Seasonal variations.
 12. Environmental control.
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards.
 2. Submittals.
 3. Purchases.
 4. Mockups.
 5. Fabrication.
 6. Sample testing.
 7. Deliveries.
 8. Installation.
 9. Testing.
 10. Adjusting.
 11. Curing.
 12. Startup and placement into final use and operation.
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural Completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of the wood deck replacement portion of the Work.
 - e. Substantial Completion.
- F. Distribution: Following response to the initial submittal, print and distribute copies to the ENGINEER, OWNER or, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- G. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with

the report of each meeting and Application for Payment.

1.6 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
 - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values and the list of products as well as the Contractor's Construction Schedule.
- B. Prepare the schedule in chronological order. Provide the following information:
 - 1. Scheduled date for the first submittal.
 - 2. Related Section number.
 - 3. Submittal category.
 - 4. Name of the subcontractor.
 - 5. Description of the part of the Work covered.
 - 6. Scheduled date for resubmittal.
 - 7. Scheduled date for the ENGINEER's final release or approval.
- C. Distribution: Following the ENGINEER's response to the initial submittal, print and distribute copies to the ENGINEER, OWNER, subcontractors, and other parties required to comply with submittal dates indicated.
 - 1. Post copies in the Project meeting room and temporary field office.
 - 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting. Include a revised copy with the Application for Payment.

1.7 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule within 10 days prior to the date for the first inspection.
- B. Form: The schedule shall be in tabular form and shall include, but not be limited to, the following:
 - 1. Specification Section number.
 - 2. Description of the test.
 - 3. Identification of applicable standards.
 - 4. Identification of test methods.
 - 5. Number of tests required.
 - 6. Time schedule or time span for tests.

7. Entity responsible for performing tests.
8. Requirements for taking samples.
9. Unique characteristics of each service.

C. Distribution: Distribute the schedule to the OWNER, ENGINEER, and each party involved in performance of portions of the Work where inspections and tests are required.

1.8 SCHEDULE OF VALUES

A. Prior to commencement of the Work, prepare and submit a schedule of values.

B. Prepare the schedule in tabular form, including the following items:

1. Name of the part of the Work.
2. Related Specification Section.
3. Name of subcontractor assigned.
4. Price for the part of work.

C. Distribution: Distribute schedule to the OWNER, ENGINEER, and each party involved in performance Work where established unit prices could come into force and effect.

1.9 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at the site. Submit duplicate copies to the ENGINEER at weekly intervals. These items may be in addition to those required in Section 00030.

1. List of subcontractors at the site.
2. List of separate contractors at the site.
3. Approximate count of personnel at the site.
4. High and low temperatures, general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of governing authorities.
12. Change Orders received, implemented.
13. Services connected, disconnected.
14. Equipment or system tests and startups.
15. Partial Completions, occupancies.
16. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at the site. The list shall be cumulative, showing materials

previously reported plus items recently delivered. Include with the list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from the site. Submit copies of the list to the ENGINEER at weekly intervals.

- C. Field Correction Reports: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the ENGINEER immediately.

1.10 SPECIAL REPORTS

- A. General: Submit special reports directly to the OWNER within one day of an occurrence. Submit a copy to the ENGINEER and other parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List the chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the OWNER in advance when such events are known or predictable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01311

SECTION 01705 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work specified in this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, and similar actions evidencing completion of the work. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.3 PREREQUISITES FOR SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Engineer's inspection for certification of substantial completion (for either entire work or portions thereof), complete the following and list known exceptions in request:
 1. In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete.
 2. Include supporting documentation for completion as indicated in these contract documents.
 3. Submit statement showing accounting of changes to the Contract Sum.
 4. Advise Owner of pending insurance change-over requirements.
 5. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 6. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) operating certificate, and similar releases.
 7. Submit record drawings, maintenance manuals, and similar final record information.
 8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 9. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel to change-over in security provisions.
 10. Complete start-up testing of systems, and instructions of owner's

operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

11. Complete final cleaning up requirements, including touch-up painting of marred surfaces.
12. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: Upon receipt of Contractor's request, Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Engineer will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "deficiency list" for final acceptance.

1.4 PREREQUISITES FOR FINAL ACCEPTANCE

A. General: Prior to requesting Engineer's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
3. Submit consent of surety.
4. Submit final liquidation damages settlement statement, acceptable to Owner.
5. Revise and submit evidence of final (continuing) insurance coverage complying with insurance requirements.

B. Reinspection Procedure: Upon receipt of Contractor's notice that the work has been completed, including unfinished items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Engineer will reinspect the work. Upon completion of reinspection, Engineer will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for Engineer's reference during normal working hours.

- B. Record Drawings: Maintain a set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark up new information which is recognized to be of importance to Owner, but was for some reason not shown on either the contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change order numbers where applicable.

- C. Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variation (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Engineer for Owner's records.

- D. Maintenance Manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumbtabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain bonds and similar continuing commitments.

3.2 FINAL CLEANING

- A. General: Special cleaning for specific units of work is specified in sections of Division 2 through 16. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
1. Remove labels which are not required as permanent labels.
 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
 5. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 6. Clean concrete floors in non-occupied spaces broom clean.
 7. Clean light fixtures and lamps so as to function with full efficiency.
 8. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
- B. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of the associated work have become Owner's property, dispose of these to Owner's best advantage as directed.

END OF SECTION 01705

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall maintain at the site for the OWNER one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. ENGINEER's Field Orders or written instructions.
 - 6. Approved Shop Drawings, Working Drawings and Samples.
 - 7. Field Test records.
 - 8. Construction photographs.
 - 9. Detailed Progress Schedule.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the ENGINEER.
- E. As a prerequisite for monthly progress payments, the CONTRACTOR is to provide the currently updated "record documents" (Blue Lines) for review by the ENGINEER and OWNER.

1.3 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the ENGINEER.

1.4 RECORDING

- A. Label each document "PROJECT RECORD" or "Record Drawing" as applicable, with month and year in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings; Legibly mark to record actual construction:
 - 1. Elevations of various structure elements in relation to grade.
 - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
 - 7. Equipment and piping relocations.
 - 8. All underground duct banks with elevations and dimensions, horizontal and vertical locations of underground duct banks, and manholes along duct banks.
 - 9. All underground cable elevations and horizontal locations of underground cables.
- D. Specifications and Addenda; provide one complete set and legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
 - 3. As an Alternate, keep a log that references Specification section, page and paragraph.
- E. Shop Drawings (after final review):
 - 1. One set of record drawings for each process equipment and piping system in conformance with Section 01300.

1.5 SUBMITTAL

- A. Prior to final completion or partial OWNER occupancy, deliver reproducible mylars (and AutoCAD files, as required) of the Record Documents to the ENGINEER for the OWNER.
- B. Accompany submittal with transmittal letter in duplicate, containing:

Submit one set of specifications and Addenda, and shop drawings in accordance with Paragraphs 1.04 D and E of this Section, prior to final completion.

C. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. CONTRACTOR's name and address.
4. Title and number of each Record Document.
5. Signature of CONTRACTOR or his authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01720

SECTION 01740 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
 - 2. Division 1 Section "Project Closeout" specifies contract closeout procedures.
 - 3. Technical Specifications for specific requirements for warranties on products and installations specified to be warranted.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted construction.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- F. Contractor will take delivery of all Owner purchased equipment. All warranties for Owner purchased equipment shall be the responsibility of the Contractor.

1.5 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.

- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.
- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.
 - 1. Refer to Divisions 2 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Form of Submittal: At Final Completion compile 3 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Specifications.
- E. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," appropriate volume numbering, project title or name, and name of the Contractor.
 - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in all Technical Specification sections.

END OF SECTION 01740