

Construction Contract Fire Station 49

This Construction Contract is made and entered into by and between the North Collier Fire Control and Rescue District ("District"), a Florida independent special district, whose address is 1885 Veterans Park Drive, Naples, FL 34109, and

a Florida _____ corporation ("Contractor"), whose address is

("Agreement").

The Contractor and the District agree as follows:

Article 1. Incorporated Documents

The Contract Documents are part of this Agreement and consists of the documents listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the Agreement.

- The Agreement.
- Exhibit A – Scope of Work.
- Exhibit B – Bid Form (Attachment 1).
- Exhibit C – Performance and Payment Bond Form.
- Exhibit D – Bond and Insurance Requirements.
- Exhibit E – Invitation to Bid No. 2025-002 ("ITB"), all addenda, and Contractor's Bid in response to ITB, including Subcontractors and Suppliers Declaration (Attachment 9).
- Exhibit F – The Plans.
- The Insurance provided by Contractor as required by this Agreement.
- Other documents that may be delivered or issued on or after the Effective Date of the Agreement including the Notice to Proceed, Work Change Directives, Change Orders, and Field Orders.

Article 2. The Project and Work

2.1 *The Project.*

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of new Fire Station 49

2.2 *The Work.*

Contractor shall perform the work for construction of a new Fire Station 49 in compliance with this Agreement, including the Scope of Work provided in **Exhibit A** (the "Work"). The Site of the Work includes property located at Parcel

iD00155884304, Cocohatchee Road, Naples, Florida 34110 (the "Site").

The Work must be performed in accordance with the attached Architectural Plans and includes the following:

Architecture, Structural, Site Development, Landscape, Site Lighting, Electrical, Plumbing, HVAC and Fire Alarm Plans, along with Fire Protection System design criteria. (collectively, the "Plans.")

Article 3. District's Consultants

3.1 *Architect.*

The Project has been designed by Lars W Young, Inc.

3.2 *Consultants.*

In addition to the Architect, the District has retained additional consultants within specific fields to provide professional consultant services, which may provide services to the District during the Work. Those consultants include LJA Engineering Inc, Wilson Structural Consultants and Stafford Engineering Inc.

3.3 *CEI Services.*

The District has retained SOCOTEC Engineering to provide selected services during construction, including onsite engineering inspection services.

Article 4. Contract Times

4.1 *Time of the Essence.*

All time limits for Substantial Completion, Final Completion, and readiness for final payment as stated in the Contract Documents are of the essence of the Agreement.

4.2 *Contract Times.*

This Agreement is in full force and effect upon execution by District and will remain in effect until final inspection and final payment by the District unless earlier terminated as provided in this Agreement.

4.3 *Substantial Completion.*

4.3.1. Contractor shall achieve Substantial Completion of the Work within **660 days** after the Effective Date of the Agreement.

4.3.2. The term "Substantial Completion" means the time at which the Work has progressed to the point where, in the opinion of the District and its consultants, all structural elements of the framework, roofing, screening, hatches, doors, electrical grounding, electrical circuit relocation and exterior luminary work

has been completed and the Work is otherwise sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

4.4 *Final Completion.*

4.4.1. Contractor shall achieve Final Completion of the Work within **720 days** after the Effective Date of the Agreement. In the event the Project is not Substantially Complete within **660 days** from the Effective Date of the Agreement, the allowable period between Substantial Completion (date when reached) and Final Completion is sixty (60) calendar days.

4.4.2. The term Final Completion means the time at which the Work has progressed to the point where, in the opinion of the District and its consultants, the Work, including all "punch list" items, is fully and finally completed in a good and workmanlike manner, in accordance with the Contract Documents and free of all defects and deficiencies; and all required final governmental inspections and approvals have been obtained.

4.5 *Calculation of Days.*

"Day" or "day" means calendar day unless otherwise specifically defined.

4.6 *Liquidated Damages.*

4.6.1. Contractor and District recognize that time is of the essence of this Agreement and that District will suffer financial loss if the Work is not completed within the times specified in the Contract Documents, plus any extensions allowed by the Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay as follows:

4.6.1.1. In the event Contractor fails to achieve Substantial Completion of the Work within the time specified in Paragraph 4.3.1. above, Contractor shall pay District the sum of \$1200.00 per day for each and every calendar day elapsing after the time specified in Paragraph 4.3.1. above, until the Contractor has achieved Substantial Completion.

4.6.1.2. After Substantial Completion, if Contractor refuses, neglects, or fails to complete the remaining Work within the Contract Times for completion and readiness for final payment, Contractor shall pay District the sum of \$800.00 per day for each and every calendar day after such time until the Work is completed and ready for final payment.

4.6.2. Liquidated damages for failing to attain Substantial Completion and Final

Completion are not additive, and will not be imposed concurrently.

4.6.3. If District recovers liquidated damages for a delay in completion by the Contractor, then such liquidated damages are District's sole and exclusive remedy for such delay, and the District is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.7. *Termination for Failure to Achieve Final Completion.*

In the event Contractor fails to achieve Final Completion of the Work within the time specified in Paragraph 4.4.1. above, the District shall also have the right to:

- A. Terminate the Contractor without further notice;
- B. Complete any of the remaining items and back charge Contractor for all costs incurred; and
- C. Exercise all other rights and remedies available at law or in equity.

Article 5. Costs

5.1. *Contract Price.*

For performance of the Work, the District shall pay to the Contractor, the lump sum amount of \$_____, ("Contract Price"), subject to adjustment by the expenditure of the District's Contingency in accordance with Paragraph 5.2.

5.2 *District's Contingency Allowance.*

The Contract Price includes a District Contingency Allowance in the amount of [insert amount from the Bid Form] that will be for the sole use of the District and which will be used or applied at the sole direction of District. The District's Fire Chief, or designee, may, by issuing or approving a change order, use or apply the District Contingency Allowance.

Article 6. Bonds and Insurance

6.1 *Performance and Payment Bond.*

As required by Section 255.05, Florida Statutes, before commencing the Work, Contractor shall provide to the District a certified copy of the recorded bond substantially in the form provided in **Exhibit C**. The bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Agreement and must comply with the requirements listed in **Exhibit D**. The bond must remain in effect until the completion of the correction period specified in Article 7.15 but, in any case, not less than one (1) year after the date when final payment becomes due.

6.2 *Insurance.*

When Contractor delivers the signed Agreement to the District, Contractor shall furnish certificates, endorsements, and any other evidence of insurance showing that Contractor has obtained and will maintain insurance that meets the requirements provided in **Exhibit D**. Insurance must be provided by companies with a minimum A.M. Best rating of A-VII or better or be otherwise reasonably acceptable to the District.

Article 7. Contractor's Responsibilities

7.1 General.

7.1.1. Contractor shall perform the Work as required under this Agreement.

7.1.2. Contractor will not be relieved of its obligations to perform the Work in accordance with the Agreement either by activities or duties in the District's administration of the Agreement, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

7.2 Contractor's Means and Methods of Construction.

Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of construction.

7.3 Supervision and Superintendence.

7.3.1. 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 Agreement.

7.3.2. The Contractor, as soon as practicable after the award of the contract, shall furnish in writing to the District the name and qualifications of a proposed superintendent. The District will reply within fourteen (14) days to the Contractor in writing stating whether the District has reasonable objection to the proposed superintendent. The Contractor shall not employ the proposed superintendent if the District has made a reasonable and timely objection. Contractor will not change the superintendent without the District's consent.

7.3.3. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will be on the Site at all times and will not be replaced without notice to and approval by the District except under extraordinary circumstances.

7.3.4. Contractor shall maintain good discipline and order at the Site.

7.3.5. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Agreement, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.4 Other Work at the Site.

7.4.1. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of the District, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.4.2. Contractor shall notify the District, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.5 *Construction and Submittal Schedules.*

7.5.1. The Contractor, promptly after being awarded the Agreement, shall prepare and submit for the District's information a Contractor's construction schedule of the Work. The schedule must not exceed the time limits current under the Agreement, must be revised at appropriate intervals as required by the conditions of the Work and Project, must be related to the entire Project to the extent required by the Agreement, and must provide for expeditious and practicable execution of the Work.

7.5.2. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current Contractor's submittal schedule and shall submit the schedules for District approval. Contractor must ensure that its submittal schedule is (1) coordinated with the Contractor's construction schedule and (2) allows the District and its consultants reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor will not be entitled to any increases in Contract Price or extension of Contract Time based on the time required for review of submittals.

7.5.3. The Contractor shall perform the Work in general accordance with the most recent construction schedule and submittal schedule submitted to the District.

7.5.4. Contractor shall update and submit the schedules to the District each month. The District may withhold payment if Contractor fails to submit the schedules.

7.6 *Shop Drawings.*

7.6.1. Shop drawings are drawings, schedules, and other data specially prepared for the Work by the Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work ("Shop Drawings").

7.6.2. **Shop Drawings, Product Data, Samples and similar submittals are not part of the Contract.** Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given in the design

concept expressed in the Agreement including the Scope of Work for those portions of the Work for which the Agreement requires submittals.

7.6.3. The Contractor shall review for compliance with the Agreement, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Agreement in accordance with the submittal schedule approved by the District.

7.6.4. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the District that the Contractor has (1) reviewed and approved them, (2) determined, and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Agreement.

7.6.5. The Contractor must not perform any portion of the Work for which the Agreement requires District review of Shop Drawings, Product Data, Samples or similar submittals until the submittal has been approved by the District.

7.6.6. The Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the District's approval thereof.

7.7 *Services, Materials, and Equipment.*

7.7.1. Unless otherwise specified in the Agreement, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

7.7.2. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

7.7.3. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Agreement.

7.8 *Subcontractors and Suppliers.*

7.8.1. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to the District for all acts and omissions of Contractor's employees; of suppliers and subcontractors and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to the District to perform and complete the Work in accordance with the Agreement.

7.8.2. The Contractor will not substitute a Subcontractor, Supplier, person or entity previously provided to the District as part of its bid and included in **Exhibit**

E of the Contract Documents if the District makes reasonable objection to such substitution.

7.9 *Licenses, Fees and Permits.*

7.9.1. Contractor shall pay all license fees and assume all costs incident to performing the Work.

7.9.2. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy necessary for Contractor's operations.

7.10 *Laws and Regulations; Taxes.*

7.10.1. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. The District shall not be responsible for monitoring Contractor's compliance with any laws or regulations.

7.10.2. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless the District and the District's consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

7.10.3. Contractor shall pay all applicable sales, consumer, use, and other similar taxes for items it purchases.

7.11 *Record Documents.*

Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings, product data, and samples in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to the District upon completion of the Work.

7.12 *Safety and Protection.*

7.12.1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

7.12.2. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

7.12.3. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Agreement or to the acts or omissions of the District

and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

7.13 *Cleaning Up.*

Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the District. Contractor will restore to their original condition those portions of the site not designated for alteration by the Agreement. If Contractor fails to clean up as provided in the Agreement, the District may do so and will deduct the costs from the final retainage due the Contractor.

7.14 *Warranties and Guarantees.*

Contractor warrants and guarantees to the District that all Work will be in accordance with the Agreement and will not be defective. The District's consultants are entitled to rely on Contractor's warranty and guarantee.

7.15 *Correction Period.*

If within one (1) year after the date of Substantial Completion, any Work is found to be defective, or if the repair of any damages to the Site or adjacent areas is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to the District.

Article 8. Indemnification

8.1 As provided in Section 725.06, Florida Statutes, Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, the District or its officers, employees, agents, and instrumentalities as herein provided. This provision is in addition to the Paragraph 7.10.2.

8.2 Nothing in this agreement will affect the rights, privileges, and sovereign immunities of the District as set forth in Section 768.28, Florida Statutes. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

- 8.3 In no event shall either party be liable for any indirect, special, consequential or punitive damages in connection with Work performed under this Agreement.

Article 9. District's Responsibilities

- 9.1 The District shall make payments to Contractor as provided in this Agreement.
- 9.2 The District shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. The District will not be responsible for Contractor's failure to perform the Work in accordance with the Agreement.
- 9.2 Neither the District's authority or responsibility under any provision of this Agreement, nor any decision made by the District in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by the District, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by the District to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- 9.3 The District will make visits to the Site at intervals appropriate to the various stages of construction. The District will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- 9.4 The District and Contractor shall endeavor to communicate with each other about matters arising out of or relating to the Contract. Communications by and with the District's consultants or contractors must be through the District. Communications by and with Contractor's Subcontractors and material suppliers must be through the Contractor.
- 9.5 The District will review and respond to requests for information about the Agreement from Contractor within **ten (10) days** of receiving it. Requests for Information (RFIs) received by the District after 1:00 PM EST will be considered as received the following working day. The District's consultant will prepare and issue supplemental Drawings and Specifications in response to the RFI if the District's consultant determines it is needed. The Drawings are the graphic and pictorial portions of the Agreement prepared by the District's consultant showing the design, location and dimensions of the Work, generally, including plans, elevations, sections, details, schedules, and diagrams ("Drawings"). The Specifications are that portion of the Agreement prepared by the District's consultant consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services ("Specifications").

Article 10. Changes In The Work

- 10.1 *Authority to Change the Work.*

Without invalidating the Agreement and without notice to any surety, the District

may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.2 *Change Orders.*

10.2.1. The District and Contractor shall execute appropriate Change Orders covering:

10.2.1.1. Changes in Contract Price or Contract Times that are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

10.2.1.2. Changes in the Work which are: (a) ordered by the District, including those as a result of a District's consultant's decision involving the design or other technical matters or (b) agreed to by the parties.

10.2.2. The Contractor shall keep and present in such a form as the District may prescribe, an itemized accounting together with appropriate supporting data including costs for labor, materials, supplies and equipment, including transportation, rental cost of machinery and equipment and additional cost for supervision and field office personnel directly attributable to the requested change.

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

10.3 *Work Change Directive.*

A Work Change Directive may be issued by the District and signed by the District to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.4 *Field Orders.*

10.4.1. The District or its consultant may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

10.4.2. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

Article 11. Differing Site Conditions Process

- 11.1 If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Agreement, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Agreement, then Contractor shall promptly notify the District about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
- 11.2 Once the District has investigated the issue identified by the Contractor, the District will issue a written statement to Contractor regarding the condition in question, addressing the resumption of Work in connection with such condition and indicating whether any change in Work is needed.

Article 12. Claims And Dispute Resolution

- 12.1 The party submitting a claim shall deliver it directly to the other party to the Agreement promptly (but in no event later than ten (10) days) after the start of the event giving rise thereto.
- 12.2 The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- 12.3 If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within forty-five (45) days, the claim is deemed denied.
- 12.4 If the dispute is not resolved to the satisfaction of the parties, the District or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the District and Contractor both agree to an alternative dispute resolution process.

Article 13. Tests and Inspections; Correction of Defective Work

13.1 *Tests and Inspections.*

13.1.1. The District and its consultants will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

13.1.2. Contractor shall give District timely notice of readiness of the Work

for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

13.1.3. Except as otherwise provided in the Agreement, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Agreement; (2) by codes, laws, or regulations; (3) to attain the District's acceptance of materials or equipment; and (4) to obtain District's approval prior to purchase of materials, mix designs, or equipment.

13.1.4. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of District, Contractor shall, if requested by the District, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.2 *Defective Work.*

13.2.1. Contractor warrants that the Work is not defective.

13.2.2. The District has the authority to determine whether Work is defective, and to reject defective Work.

13.2.3. Prompt notice of all defective Work of which the District has actual knowledge will be given to Contractor.

13.2.4. The Contractor shall promptly correct all defective Work.

13.2.5. When correcting defective Work, Contractor shall take no action that would void or otherwise impair the District's warranty and guarantee on said Work.

13.2.6. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Agreement, then the District may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.3 *Uncovering and Correction of Work.*

13.3.1. If a portion of the Work is covered contrary to the District's request or to requirements specifically expressed in the Agreement, it must, if requested in writing by the District, be uncovered for the District's examination and be replaced at the Contractor's expense without change in the Contract Time.

13.3.2. The Contractor shall promptly correct Work rejected by the District or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. The cost of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the District's consultant's services and expenses made necessary thereby, shall be at the Contractor's expense.

Article 14 – Payments to Contractor

14.1 *Progress Payments.*

Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to District. Each application for payment must be based on the most recent schedule of values in accordance with the Agreement. The schedule of values must allocate the entire Contract Price. Lump sum items will be broken into units that allow for measurement of Work in progress.

14.2 *Applications for Payments.*

Contractor shall submit signed applications for payment to the District monthly at the District's Finance Department located at 1885 Veterans Park Drive, Naples, FL 34109, in a form acceptable to the District. Contractor shall provide supporting documentation required by the Agreement. The District will pay for Work completed as of the date of the application for payment in accordance with Florida's Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

14.3 *Retainage.*

The District will retain **five percent (5%)** of each progress payment until the Work is substantially complete.

14.4 *Review of Payment Applications.*

Payment applications will be reviewed and paid in accordance with Florida's Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

14.5 *Contractor's/Subcontractor's Subsequent Payments.*

Contractors and subcontractors shall make payments to their subcontractors and suppliers in accordance with Florida's Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

14.6 *Contractor's Warranty of Title.*

Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Agreement will pass to the District free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven (7) days after the time of payment by the District.

14.7 *Substantial Completion.*

14.7.1 When Contractor considers the Work ready for its intended use, the Contractor shall prepare and submit to the District a comprehensive list of items

to be completed or corrected prior to final payment ("punch list"). Failure to include an item on Contractor's punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement. At the same time Contractor submits its punch list, Contractor shall request that District issue a certificate of substantial completion.

14.7.2. Promptly after Contractor's request, District will inspect the Work with the Contractor to determine the status of completion. If District does not consider the Work substantially complete, District will notify Contractor of the reasons for District's decision.

14.8 If District considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, District will deliver to the Contractor a certificate of substantial completion that will fix the date of substantial completion and include District's approved punch list of items to be completed or corrected before final payment.

14.9 *Final Inspection.*

Upon notice from Contractor that the entire Work is complete, District will promptly make a final inspection and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.10 *Final Payment.*

14.10.1. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

14.10.2 Contractor shall provide the following items with its final application for payment (except as previously delivered):

- a. All documentation called for in the Agreement;
- b. Complete As-Built drawings dated in PDF and AutoCAD;
- c. Two (2) copies of any Operation and Maintenance Manuals;
- d. Training of District personnel on system and equipment operation;
- e. Finish Floor Elevation Certificate;
- f. Consent of the surety to final payment;
- g. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to the District free and clear of any liens or other title defects, or will so pass upon final payment;
- h. A list of all pending claims; and
- i. Complete and legally effective releases or waivers (satisfactory to the District) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

14.10.3. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the District.

Article 15. Suspension of Work and Termination

15.1 The District May Suspend Work.

At any time and without cause, the District may suspend the Work or any portion thereof for a period of not more than sixty (60) consecutive days by notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.2 The District May Terminate for Cause.

15.2.1. Contractor's failure to perform the Work in accordance with the Agreement or other failure to comply with a material term of the Agreement will constitute a default by Contractor and justify termination for cause.

15.2.2. If Contractor defaults in its obligations, then after giving Contractor and any surety ten (10) days' notice that the District is considering a declaration that Contractor is in default and the termination of the Agreement, the District may proceed to:

- a. Declare Contractor to be in default, and give Contractor and any surety notice that the Agreement is terminated; and
- b. Enforce the rights available to the District under any applicable performance bond.

15.2.3. The District may not proceed with termination of the Agreement for cause under this paragraph if Contractor within seven (7) days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

15.2.4. Subject to the terms and operation of any applicable performance bond, if the District has terminated the Agreement for cause, the District may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which the District has paid Contractor but which are stored elsewhere, and complete the Work as the District may deem expedient.

15.2.5. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid Agreement balance, Contractor shall pay the difference to the District.

15.2.6. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of this paragraph.

15.3 The District May Terminate for Convenience

15.3.1. Upon seven (7) days' notice to Contractor, the District may, without

cause and without prejudice to any other right or remedy of the District, terminate the Agreement. In such case, the District will pay Contractor for the following, without duplication of any items:

- a. Completed and acceptable Work executed in accordance with the Agreement prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
- b. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
- c. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3.2. The District will not pay Contractor for any loss of anticipated profits, or revenue, post- termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.4 *Contractor May Stop Work or Terminate*

If, through no act or fault of Contractor, (1) the Work is suspended for more than sixty (60) consecutive days by the District or under an order of court or other public authority, or (2) the District fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) days' notice to the District, and provided the District does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Agreement and recover payment from the District.

Article 16. Contractor's Representations and Warranties.

Contractor represents and warrants to the District as follows:

- A. Contractor has examined and carefully studied the Agreement.
- B. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- D. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Agreement.
- E. *Scrutinized Companies.* Contractor certifies that it is in compliance with Section 287.135, Florida Statutes. The District may terminate this Agreement if Contractor

is found to be out of compliance with this statute. Contractor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. The District may terminate this Agreement if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The District may terminate this Agreement if Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Contractor acknowledges the remedies provided in Section 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

- F. *Public Entity Crimes.* Contractor understands the requirements of Sections 287.132 and 287.133, Florida Statutes. Neither Contractor nor any of its Affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past thirty-six (36) months. Contractor is in full compliance with Sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.
- G. *E-Verify.* Contractor is in compliance with Section 448.095, Florida Statutes. As required by Section 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by Section 448.095(5)(b), Florida Statutes. Contractor shall require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Agreement.

Article 17. Public Records

Contractor shall comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the District to perform the service.
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the

Agreement if the Contractor does not transfer the records to the District.

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

- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LFREIBURG@NORTHCOLLIERFIRE.COM, BY MAIL AT THE 1885 VETERANS PARK DRIVE, NAPLES, FL 34109, OR BY PHONE AT 239-597-3222.**

Article 18. Miscellaneous Provisions

18.1 *Notice.*

All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

As to the District:

1885 Veterans Park Drive

Naples, Fl 34109

Attn: Fire Chief

Email #1: _____

Email #2: _____

Email #3: _____

As to the Contractor:

Attn.: _____

Email #1: _____

Email #2: _____

Email #3: _____

18.2 *Headings.*

The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

18.3 *Effective Date.*

The effective date of this Agreement is the last date on the signature page when both parties have executed it.

18.4 *Assignment.*

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

18.5 *Counterparts and Transmission.*

To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

18.6 *Severability.*

If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

18.7 *Venue.*

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation with respect to this Agreement, the parties agree that venue will be in Collier County, Florida.

18.8 *Cumulative Remedies.*

The duties and obligations expressly imposed by this Agreement, and the rights and remedies expressly available to the parties under this Agreement, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Agreement.

18.9 *Limitation of Damages.*

Neither the District nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.10 *No Waiver.*

A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

18.11 *Survival of Obligations.*

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

[The remainder of this page is intentionally blank]

The parties have executed this Contract on the dates written below.

NORTH COLLIER FIRE CONTROL AND RESCUE
DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____

Name: _____

Exhibit A Scope of Work

This Work is for construction of a new Fire Station 49. Work includes permitting, all site development, utility work, and construction of a 15,000 square foot Fire Station building for thirteen (13) firefighters that includes living area, office space, a conference room, apparatus bays, shop and storage areas, etc. The Project includes parking.

The Work must be performed in accordance with the attached Architectural Plans and includes the following:

Architecture, Structural, Site Development, Landscape, Site Lighting, Electrical, Plumbing, HVAC and Fire Alarm Plans, along with Fire Protection System design criteria. (collectively, the "Plans.")

Exhibit B

**Contract Price
(Bid Form)**

Exhibit C

**BOND NO. [Surety to enter
bond #]**

PERFORMANCE AND PAYMENT BOND

**PUBLIC CONSTRUCTION BOND
authorized by Section 255.05, Florida Statutes**

By this bond, we [Name of Contractor], as **Principal**, and [Name of Surety], as **Surety**, are bound to **North Collier Fire Control and Rescue District**, an independent special district in the State of Florida, herein called **District**, in the sum of **[Total Contract Price]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs this contract dated _____, 20__, between Principal and District for construction of improvements known as Fire Station 49 located at Parcel iD 00155884304, Cocohatchee Road, Naples, Florida 34110, under District Solicitation No. 2025-002, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and
3. Pays District all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that District sustains because of a default by Principal under the contact; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

	OWNER	PRINCIPAL	SURETY
NAME	North Collier Fire Control and Rescue District	[Name of Contractor]	[Name of Surety]
ADDRESS	1885 Veterans Park Drive, Naples, Florida 34109	[Principal Business Address of Contractor]	[Principal Business Address of Surety]
PHONE NUMBER	239-597-3222	[Principal Business Phone of Contractor]	[Principal Business Phone of Surety]

[Name of Contractor]

DATED THIS _____ DAY
OF _____, 2_____

By: _____
[Printed Name and Title of Signer]

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND STATE OF _ COUNTY OF __

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, _____, by [name of person acknowledging].

Signature of Notary Public
[Name of Notary Typed, Printed, or stamped]

(NOTARY SEAL)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced:

_____ [Name of Surety]	DATED THIS _____ DAY OF _____, 2_____
---------------------------	--

By: _____
[Printed Name] as Attorney in
Fact

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, _____, by [name of person acknowledging].

Signature of Notary Public
[Name of Notary Typed, Printed, or Stamped]

(NOTARY SEAL)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

Exhibit D
Construction Contract for Fire Station 49
Bonds and Insurance Requirements

1.1. *Performance and Payment Bonds*

- A. All Bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:
1. hold a certificate of authority authorizing it to write surety bonds in Florida;
 2. have twice the minimum surplus and capital required by the Florida insurance code at the time of the Effective Date of the Agreement;
 3. be in compliance with the provisions of the Florida insurance code;
 4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
 5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.
- B. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements provided in this Exhibit, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Exhibit.

1.2 *Licensed Sureties and Insurers*

All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor must be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the State of Florida. In addition, such sureties and insurance companies shall have an A.M. Best company rating of "A -" or better.

1.3 *Certificates of Insurance*

- A. On or before the Effective Date of the Agreement, Contractor shall furnish and deliver to

the District, with copies to each additional insured and loss payee, certificates of insurance (and other evidence of insurance requested by the District or any other additional insured or loss payee) which Contractor is required to purchase and maintain. Failure of the District to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of the District to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- B. The District does not represent that insurance coverage and limits established in this Agreement necessarily will be adequate to protect Contractor.
- C. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the District and others in the Contract Documents.

1.4 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor or any other Contractor-Related Entity:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

- B. The policies of insurance required by paragraph 1.4.A shall:

1. With respect to insurance required by paragraphs 1.4.A.2 through 1.4.A.6 inclusive, be written on an occurrence basis and include as additional insureds, on

a primary and non- contributory basis, the District and all of its representatives, appointed and elected officials, officers, employees, and authorized agents (subject to any customary exclusion in respect of professional liability), all of whom must be listed as additional insureds (through a blanket endorsement or otherwise) and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The endorsement for such additional insured status shall specifically include completed operations coverage for the District and all of its representatives, appointed and elected officials, officers, employees, and authorized agents;

2. Include at least the specific overages and be written for not less than the limits of liability provided in this Exhibit D or required by applicable laws, whichever is greater;
3. Include contractual liability insurance covering Contractor's obligations under the Contract;
4. Contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty days' prior written notice has been given to the District and each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Contractor will so provide);
5. Remain in effect at least until Final Completion and at all times thereafter when Contractor may be correcting, removing, or replacing defective Construction in accordance with the Contract; and
6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for five (5) years after Final Completion.
 - b. Contractor shall furnish the District and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to the District and any such additional insured of continuation of such insurance at Final Completion and five (5) years thereafter.

C. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 1.4.A, 1.4.B.1, and 1.4.B.2.

1.5 *Property Insurance*

A. Contractor shall purchase and maintain property insurance upon Construction at the Site. Such insurance is in the amount of the full replacement cost. Such insurance must:

1. Include the interests of the District, Contractor, and any other persons or entities identified as a loss payee, each of whom is deemed to have an insurable interest to the extent of their actual loss;
 2. Be written as a Builder's Risk Policy or equivalent form to cover all risks of direct physical loss or damage to property insured, in the amount of not less than the full replacement cost and shall insure at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, wildfire, convective storm, aircraft (except aircraft, including helicopter, operated by or on behalf of named insured and vehicles), riot and civil commotion, theft, vandalism, malicious mischief, debris removal, demolition occasioned by enforcement of laws, flood, earthquake, earth movement as defined by the Builder's Risk Policy, water damage, wind, testing if applicable, collapse, and damage resulting from defective design, workmanship, or material (LEG 2/96 or equivalent);
 3. Include expenses incurred in the repair or replacement of any the District's property (including but not limited to fees and charges of the District's consultants);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by the District prior to being incorporated in the Work, provided that such materials and equipment have been included in an application for payment recommended by the District;
 5. Include the hazards usually contained in a boiler and machinery policy, and any additional property insurance as may be required by applicable laws;
 6. Remain in effect and not be excluded by a "force majeure clause"; and
 7. Be maintained in effect until Final Completion unless otherwise agreed to in writing by the District and Contractor with thirty (30) days' written notice to each other person or entity that is identified as a loss payee.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with this paragraph 1.5 will contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty (30) days' prior written notice has been given to the District and to each other loss payee.
- C. The District is not responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or any Contractor-Related Entity. The risk of loss within any deductible amount will be borne by Contractor or the Contractor-Related Entity suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at their own expense.

1.6 *Insurance Amounts and Other Requirements*

- A. Contractor shall obtain and maintain the following insurance and shall deliver to the District certificates of insurance or other evidence acceptable to the District when

Contractor executes the Agreement. Contractor shall purchase and maintain such insurance as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and other obligations under the Agreement, whether it is to be performed by Contractor, Contractor's employees or Contractor's Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.

1. Workers Compensation. Coverage must provide statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the District with thirty (30) days written notice of cancellation and/or restriction.
 - c. Contractor must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, and Federal Employers Liability Act.

2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$2,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent's coverage.
 - c. Additional Insured. The District must be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the District with thirty (30) days written notice of cancellation and/or restriction.

3. Contractor's General Liability. Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Contractor:
 - a. General Aggregate \$2,000,000
 - b. Products – Completed Operations Aggregate per Job \$2,000,000
 - c. Personal and Advertising Injury \$2,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

4. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. the District must be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the District with thirty (30) days written notice of cancellation and/or restriction.
5. Contractor's Property Insurance. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.
 - a. This insurance shall:
 - i. include the interest of the District, Contractor, Subcontractors and Suppliers, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - ii. be written on a Builder's Risk or Installation Floater, as appropriate "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Applicable Laws, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Contract;
 - iii. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - iv. cover materials and equipment stored at the Site or at another location that was agreed to in writing by the District prior to being incorporated in the Work;
 - v. allow for partial utilization of the Work by the District;
 - vi. include testing and startup; and
 - vii. be maintained in effect until Final Completion unless otherwise agreed to in writing by the District and Contractor with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.
 - b. Contractor shall be responsible for any deductible or self-insured retention.
6. Excess or Umbrella Liability. This insurance shall protect Contractor, Subcontractors and Suppliers, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, and the District and all of its representatives, appointed and elected officials, officers, employees, and authorized agents, as additional insureds,

against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

- a. General Aggregate \$10,000,000
- b. Each Occurrence \$10,000,000