

# **UPC GENERAL CONDITIONS**

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**GENERAL CONDITIONS**

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## GENERAL CONDITIONS

### 1.0 **DEFINITIONS AND TERMS**

Wherever used in the Contract and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural, as well as pronouns used in their place. This list is not meant to be all inclusive, as other terms may be defined elsewhere in the Contract printed with initial capital letters.

**ADDENDA:** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the Contract Documents.

**ADMINISTRATIVE AGENT:** The County employee acting as the County's authorized representative, responsible for monitoring the performance and Final Acceptance of the Work. This agent, named in the Contract, has responsibility for Contract Document interpretations, Contractor compliance with the terms of the Contract, and resolutions in cases of Contract Document discrepancies, claims, disputes, and non-compliance.

**APPLICATION FOR PAYMENT:** The form acceptable to the County which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

**BURDENED RATE:** Consists of indirect costs associated with Contractor employees, over and above gross compensation or payroll costs. Costs included in the Burdened Rate are payroll taxes, workers' compensation and health insurance, paid time off, training and travel expenses, vacation and sick leave, pension contributions and other benefits. The Burdened Rate does not include overhead and profit.

**CLAIM:** A written demand or assertion by the Contractor seeking an adjustment of Work Assignment price or Work Assignment time, or both, or other relief with respect to the terms of the Contract.

**CONFORMED CONTRACT DOCUMENTS:** The formal Contract Documents prepared by the County, incorporating all addenda, Unit Price Schedule, Performance and Payment Bond, Insurance Certificate(s), and other forms or documents required by the Contract into a bound set of final documents which will be exclusively used and recognized during the construction of the Work. Each set of Conformed Contract Documents will be so labeled and be readily identifiable as copies of the authentic Contract Documents.

**CONTRACT:** The written contract executed by the County and the Contractor for the performance of the Work, which incorporates by reference all Contract Documents.

**CONSTRUCTION PLANS/DRAWINGS:** A set of drawings prepared and/or approved by the Engineer or Architect of Record, which graphically shows the scope, extent, and character of the work to be furnished and performed by the Contractor. Shop Drawings and other Contractor submittals are not Construction Plans/Drawings, as so defined.

**CONTRACT AMENDMENT:** A modification to the Contract (not Work Assignment) requiring formal County approval.

**CONTRACT DOCUMENTS:** All documents listed in Article IV of the Contract.

**CONTRACT MODIFICATION:** A document signed by the County and the Contractor authorizing an amendment to either the Contract, or a Work Assignment, including an addition, deletion, or revision in the Work or an adjustment in the Work Assignment price or the Work Assignment time.

**CONTRACT UNIT PRICE:** Unit prices established by the Contract.

**CONTRACTOR:** The person or entity who executed the Contract, and who is responsible for the completion of the Work.

**COUNTY:** Political subdivision of the State of Florida including Sarasota County Commission, the entity with whom the Contractor has entered into the Contract and for whom the Work is to be performed.

DAY: A calendar day of 24 hours measured from midnight to the next midnight.

DOH: Sarasota County Department of Health.

EFFECTIVE DATE OF THE CONTRACT: The date the Contract is approved and signed by the County.

ENGINEER/ARCHITECT OF RECORD: The person, firm or corporation licensed or registered in the State of Florida as a professional engineer or architect responsible for preparing and signing/sealing the Construction Plans/Drawings and Technical Specifications; the permitting of the project with federal, state, and local agencies having jurisdiction over the Work; and for certification that the Work completed was in substantial conformance with the approved plans and specifications, and/or noting and recording exceptions that did not substantially affect the functionality or quality of the Work required for its intended use.

FDEP: Florida Department of Environmental Protection

FIELD ADJUSTMENT: A minor modification to the Construction Plans/Drawings directed by the County, which may involve adjustments such as a structure location or quantity change as may be found desirable to avoid any obstructions, interference with existing structures, or for other reasons that would benefit the Work, without causing or creating a scope change to the Work.

FINAL ACCEPTANCE: The County's final acceptance of all Work and determination that all Work is completed including all deficiency list items, submittal of approved as-built drawings, and completion of all other project close-out requirements, all as defined in the Contract Documents. The "Final Acceptance Certificate" will include the date Final Acceptance is achieved.

FLORIDA BUILDING CODE: The Florida Building Code, current edition, is a set of standards designed by the state of Florida for buildings.

INTERIM FIELD CHANGE AGREEMENT (IFCA): A Work Assignment modification within the general scope of the Work Assignment, which authorizes an addition, deletion, or revision in the Work or an allocation of the Work Assignment contingency or adjustment to the Work Assignment time. It cannot change the Work Assignment amount.

JOBSITE: Lands or areas upon which the Work is to be performed, including right of way and easements for access thereto, and such other lands indicated by the County which are designated for the use of the Contractor to perform the Work.

NASSCO: National Association of Sewer Services Companies.

NOTICE: A formal written correspondence rendered by the Contractor or the County for the purposes of providing notice to the parties of transmittals, requests for information, conditions discovered, pending actions, claims, and other actions pursuant to the Contract requirements.

NOTICE TO PROCEED: A Notice given by the County to the Contractor establishing the date on which the Work Assignment time will commence, and on which date the Contractor shall start the Work.

"OR EQUAL"/SUBSTITUTION: An item reviewed and approved by the County following the effective date of the Contract based on the Contractor's submittal of alternates or substitutions for equipment/supplies/materials in response to the Technical Specifications denoting the item by a brand name or equal.

PROJECT: All work to be performed as set forth in each Work Assignment issued under this Contract.

PROJECT MANAGER: Authorized County representative with specific responsibilities and duties, as defined by the County, for management of specified portions of a Work Assignment

PROJECT REPRESENTATIVE (PR): County's authorized field representative, responsible for periodic oversight of the Work, with specific duties and limitations as outlined in these General Conditions.

**PROJECT SCHEDULE:** A time schedule prepared and submitted by the Contractor in an approved form and in a critical path methodology format, describing the sequence and duration of activities comprising the Contractor's plan to accomplish the Work within the prescribed time, as stated in the Work Assignment.

**SCHEDULE OF SUBMITTALS:** A schedule of required submittals and the time requirements to support scheduled performance of related Work activities required by the Contract Documents, and prepared and maintained by the Contractor.

**SCHEDULE OF VALUES:** A cost schedule prepared and maintained by the Contractor, allocating portions of the Work Assignment price to various lump sum items of the Work as defined in the Contract Documents, and used as the basis for reviewing and approving the Contractor's Application For Payment.

**SHOP DRAWINGS:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to the County to illustrate some portion of the Work.

**STANDARD SPECIFICATIONS:** Standard Specifications shall refer to the current edition of the FDOT's *Standard Specifications for Road and Bridge Construction*, unless specified herein. Where FDOT specifications refer to "Department", "Engineer", "Engineer of Tests", or "Division of Tests", it shall mean the County.

**SUBCONTRACTOR:** An individual or entity having a contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION:** Occurs when the Work is sufficiently complete, in accordance with the Work Assignment, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The date of Substantial Completion will be evidenced in writing by the "Certificate of Substantial Completion," approved and signed by the Contractor and the County's Administrative Agent or authorized representative.

**SUPPLEMENTAL GENERAL CONDITIONS:** That part of the Contract Documents which amends or supplements these General Conditions.

**TECHNICAL SPECIFICATIONS:** That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

**UNDERGROUND FACILITIES:** All underground appurtenances including, but not limited to pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, reuse water, storm water, other liquids or chemicals, or traffic or other control systems.

**UTILITY SYSTEMS CODE:** The Sarasota County *Uniform Water, Wastewater and Reclaimed Water Systems Code*, latest revision.

**WORK:** The entire construction required to be provided under the Work Assignment. Work includes and is the result of performing or providing all plant, labor, equipment, tools, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract and Work Assignment.

**WORK ASSIGNMENT:** A written agreement under this Contract for an individual project, which has its own scope of work, price, liquidated damages, and construction duration and other project-specific requirements, if any.

**WORK ASSIGNMENT AMENDMENT:** A modification to a Work Assignment that increases the Work Assignment amount.

## **2.0 CONTRACTOR REQUIREMENTS**

The Work covered by the Contract Documents includes the furnishing of all plant, labor, equipment, tools, materials and performing all operations and construction work, including all appurtenant work, in accordance with the Contract Documents. The Contractor shall perform all operations, construction, and incidentals necessary to complete the Work in a turnkey condition. The Contractor may subcontract a portion of the Work, but shall perform, with its own organization, work amounting to not less than fifty one percent of the total Work Assignment price.

## **3.0 CONTRACT DOCUMENTS**

3.1 CONTRACT DOCUMENTS: Refer to Article IV of the Contract for the list of Contract Documents included in the Contract. The Contract Documents in conjunction with the Contract comprise the entire contract between the County and Contractor.

3.2 INTENT:

A. It is the intent of the Contract to describe the Work (or part thereof) to be constructed by the Contractor, which results in a complete and functional product, as stipulated by each Work Assignment. Any plant, labor, materials, equipment, tools, and services that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended results will be provided, whether or not specifically called for, at no additional cost to the County.

B. The various parts of the Contract are intended to be complementary in describing the Work and the responsibilities of the Contractor and the County and any requirements stipulated in one of the Contract Documents is as binding on the parties as though occurring in all. In the event there are any conflicting provisions or requirements among the Contract Documents, the provisions and requirements of the Contract Documents shall take the following order of precedence:

1. Contract Amendments
2. Contract, excluding incorporated documents
3. IFCA and Work Assignment Amendment
4. Work Assignment
5. Supplemental General Conditions, if any
6. General Conditions
7. Technical Specifications
8. Construction Plans/Drawings
9. Any other document incorporated by reference in the Contract

In case of discrepancy concerning dimension, quantity, and location, graphic drawings will take precedence over the specifications; explanatory notes on the drawings will take precedence over conflicting drawn indications; and large-scale details will take precedence over smaller scaled drawings. In case of discrepancy concerning quality and/or quantity within the documents, the Contractor shall include the better quality and/or the greater quantity, unless otherwise determined in writing by the County. Interpretations and resolution of discrepancies within the Contract Documents shall be made solely by the County's Administrative Agent and issued in writing upon receipt of the Contractor's written request.

C. The Contractor shall fully comply with all requirements of the Contract and Work Assignment. No verbal agreement or conversation with any agent or employee of the County, Project Manager or the Engineer/Architect of Record either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained in the Contract.

3.3 CONFORMED CONTRACT DOCUMENTS: Following award of the Contract, the County will prepare the Conformed Contract Documents, providing one originally signed and executed set to the Contractor. Up to three additional copies of the Conformed Contract Documents will be

provided to the Contractor at no charge. Additional copies of the Conformed Contract Documents may be obtained from the County upon payment of reproduction costs. One complete set of Construction Plans/Drawings and Technical Specifications shall be maintained at the Jobsite for as-built drawings preparation by the Contractor, and shall be available for review by the County at all times.

**3.4 CONSTRUCTION PLANS/DRAWINGS:**

- A. The Construction Plans/Drawings, when applicable, will be provided with each Work Assignment.
- B. The general character and scope of the work is illustrated by the Construction Plans/Drawings. These drawings, which show the scope, extent and character of the Work to be furnished and performed by the Contractor have been prepared and/or approved by the Engineer/Architect of Record and are referred to in the Contract Documents. Shop Drawings are not Construction Plans/Drawings.
- C. Checking of Drawings and Dimensions:
  - 1) The Contractor shall check all drawings immediately upon their receipt and shall promptly notify the County in writing of any discrepancies. Anything shown on the drawings and not mentioned in the Technical Specifications or mentioned in the Technical Specifications and not shown on the drawings, shall be of like effect as if shown or mentioned in both.
  - 2) Figures marked on all drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require, upon written notification and approval of the County.

**3.5 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:**

- A. The Contract and any Work Assignment may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by an Interim Field Change Agreement, a Work Assignment Amendment or a Contract Amendment.
- B. The requirements of a Work Assignment may be supplemented and minor variations and deviations in the Work may be authorized by a written interpretation or clarification, or by a Field Adjustment as directed by the County.

**3.6 REFERENCE STANDARDS:**

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect on the Effective Date of the Contract, except as may be otherwise specifically stated in the Contract.
- B. No provision of any such standard, specification, manual, or any instruction of a manufacturer or supplier shall be effective to change the duties or responsibilities of the County or the Contractor or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract or Work Assignment. No such provision or instruction shall be effective to assign to the County or any of its authorized representatives, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract or Work Assignment.

**3.7 REUSE OF DOCUMENTS:**

- A. The Contractor and any Subcontractor or supplier or other individual or entity performing or furnishing all or any portion of the Work, shall not:

- 1) Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer/Architect of Record or the Engineer/Architect of Record's consultants, including electronic media editions.
  - 2) Reuse any such drawings, specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the County and the Engineer/Architect of Record and specific written verification or adaption by the Engineer/Architect of Record.
- B. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of the Contract Documents for record purposes.

#### **4.0 PRE-CONSTRUCTION ACTIVITIES**

##### **4.1 POST-AWARD CONFERENCE:**

- A. Prior to issuance of the initial Work Assignment, the County may schedule a post-award conference. Attendees of the conference shall be the Contractor and the Contractor's proposed superintendent, the County and authorized representative(s), utility company representatives, and other interested parties.
- B. The post-award conference is intended to establish a working understanding among the parties regarding the administration of the Contract as a whole, and to review typical work schedules, procedures for handling Shop Drawings and other submissions, processing of progress payments, and such other matters as may be pertinent to all Work Assignments. The Contractor shall submit, for approval by the County, a summary of the proposed work approach, a preliminary Schedule of Values for any lump sum items, a preliminary Submittals Schedule, emergency contact phone numbers, labor and equipment rate schedule (excluding overhead and profit), and any other information required.

##### **4.2 PRELIMINARY SCHEDULES SUBMISSION AND ACCEPTANCE:**

###### **A. Schedule Of Values:**

- 1) This schedule includes quantities and prices for all lump sum bid items, which when added together equal the lump sum price for each such item bid, and subdivides the lump sum items into component parts in sufficient detail to serve as the basis for the review and approval of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each lump sum item of Work bid.
- 2) The Contractor's Schedule of Values will be acceptable to the County as to form and substance if it provides a reasonable allocation of the lump sum Contract prices to component parts of the lump sum item of Work.

###### **B. Submittals Schedule:**

- 1) This schedule, which is incorporated into the Project Schedule, provides for the review and acceptance of the Contractor's submittals required by the Contract Documents, and must provide sufficient time for County review prior to issuance of any Work Assignment.
- 2) This schedule shall also include any Contractor-proposed substitutions and "or equal" products, as defined in Article 8.9, requiring review by and approval of the County. The Contractor shall provide a minimum of fifteen days in the Project Schedule for such product review.

###### **C. Project Schedule:**

- 1) The Project Schedule, when required, shall be in a critical path format, indicating the duration of activities for starting and completing the various items and stages of the Work, including the scheduling of any milestones specified within the Work Assignment, such as Substantial Completion, and Final Acceptance. The initial submittal shall include the late start and finish dates and early start and finish dates required to meet the Work Assignment time.
- 2) The Contractor's Project Schedule will be acceptable to the County if it provides for an orderly progression of the Work to completion within the Work Assignment time. Such

acceptance will not impose on the County responsibility for the Project Schedule, for sequencing, scheduling, or progression of the Work, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefor.

- D. The County will provide the Contractor with comments to the above schedules. No progress payment will be made to the Contractor until an acceptable schedule is submitted to the County.

4.3 **NOTICE TO PROCEED:** A Notice will be provided to the Contractor by the County affirming the date on which the Work Assignment time will commence. The date of the Notice to Proceed generally begins the Work Assignment time unless another date is otherwise agreed to by the County and the Contractor and is the date on which the Contractor shall start to perform the Contractor's obligations under the Work Assignment. This Notice to Proceed will also set the completion dates for milestones (where applicable), Substantial Completion, and Final Acceptance of the Work. No work shall commence at the Jobsite prior to the date on which the Work Assignment time commences. Should the Substantial Completion milestone land on a weekend or County holiday, the milestone will be moved to the next business day. The same will apply to the Final Acceptance milestone and shall be reflected as such in the Notice to Proceed.

4.4 **EARTHMOVING PERMIT:**

- A. Temporary storage and stockpiling of materials resulting from earthmoving activities on private property will require a permit based on the Sarasota County Earthmoving Ordinance. The Contractor is responsible for obtaining an Earthmoving Permit prior to commencing construction, in the event the Contractor plans on storing and stockpiling such materials on private property.
- B. Earthmoving activities, such as excavating, hauling, receiving, and stockpiling, performed in connection with a Sarasota County construction or maintenance project, and performed within and upon County-owned property and right of way, is authorized under the Sarasota County Earthmoving Ordinance as an exemption. These activities, however, may be subject to certain submittals per the Earthmoving Ordinance. The Contractor is responsible for determining what, if any, submittals are required in order to comply with the Earthmoving Ordinance.

4.5 **NOTIFICATIONS:**

- A. **Notice to the County:** The Contractor shall give the County five days advance Notice of the date scheduled to commence Work under the Work Assignment in order that required County actions may be started sufficiently in advance of the Contractor's operations. This Notice to the County shall be given within the time frame of the issuance of the Notice to Proceed.
- B. **Notification of Utility Companies:** The Contractor shall notify utility companies well ahead of the proposed Work. The Contractor shall cooperate with all affected utility companies and shall provide schedules and other relevant information when requested.
- C. **Emergency Services Notification:** The Contractor shall notify the police, fire department, and ambulance services of the proposed construction schedule one week in advance of the proposed Work.
- D. **Resident Notification:** The Contractor will provide notification to all residents affected by and adjacent to the Work. The notification will be delivered no less than one week prior to construction commencement. Notices shall be hand-delivered door to door to the properties first affected by the construction; thereafter properties to be affected within five days of construction shall receive notice thereof. The door hanger format shall be developed by the County for use by the Contractor.

4.6 **AUDIO-VISUAL PRE-CONSTRUCTION RECORD:** Prior to commencing the Work, the Contractor shall have a continuous color audio-visual recording and/or photos in digital format taken at and around the Jobsite, and along the length of the proposed Work, to serve as a record of pre-construction conditions. No construction shall begin prior to the County's review

and acceptance of the digital video(s) and/or photos covering the Work area(s). The County may reject all or any portion of the audio-visual recordings or photos not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall promptly reschedule the re-recording of unacceptable coverage after being notified. The County will designate those areas, if any, to be omitted from or added to the audio-visual coverage. The audio-visual recordings and/or photos shall not be made more than thirty days prior to construction start. All audio-visual recordings, photos and written records related to the recordings shall become property of the County. Submittals of pre-construction and post-construction digital video recordings and photos will be as specified in the Contract Documents. The Contractor shall have preliminary construction survey stakeout completed, center-line of pipe or offsets, and Sunshine One Call locate flags completed prior to any photo or video work to allow the work zone area to be identified with existing and proposed condition locations, if applicable.

#### 4.7 COMMUNICATIONS AND NOTICES:

- A. Communications: Except as otherwise provided in the Contract, the County and the Contractor shall endeavor to communicate to each other on matters arising out of or relating to the management of the Work. Communications by and with the County's consultants shall be through the County. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other County contractors shall be through the County.
- B. Notices: All forms of Notices must be in writing and delivered to the other party in the manner of and within the time prescribed by the Contract Documents. If a Notice is not presented in a timely manner, it is presumed not to have been given.

### 5.0 **PROGRESS AND CONTROL OF THE WORK**

#### 5.1 TIMELY PERFORMANCE OF THE WORK:

- A. By executing the Work Assignment, the Contractor confirms that the Work Assignment time, as stated, is a reasonable period for performing the Work.
- B. The Contractor shall execute the Work in such time and with such forces of workers, materials, equipment and tools as are required to complete the Work as contemplated in the Contract Documents and detailed in the Project Schedule. If at any time the workers, materials, equipment and tools used are insufficient or improper for securing the quality of work required or the required rate of progress, the Contractor shall increase its efficiency and improve the quality of its work to comply with the Contract Documents and as is necessary to complete the Work within the Work Assignment time.
- C. The Contractor shall provide temporary utility service to any businesses or dwellings affected during the construction of the Project.

#### 5.2 SEQUENCE OF WORK:

- A. The Contractor shall schedule the Work and perform the Work in stages as set forth in the Work Assignment.
- B. The Contractor shall submit a Work sequence schedule/plan, when required, to the County for review prior to any construction activity. This Work sequencing, once approved, shall be reflected in the Project Schedule. The Contractor shall take into consideration any special conditions, restrictions and allowances identified in the Contract Documents, when developing the sequence schedule/plan and implementing the Work.
- C. Special conditions, restrictions and allowances may be required to minimize inconvenience to the general public and to expedite restoration to their original condition, all areas utilized by the Contractor in performance of the Work.

#### 5.3 TEMPORARY FACILITIES/STAGING AND STORAGE AREAS:

- A. The Contractor shall provide adequate facilities at every stage of performing the Work.

- B. The types of facilities and utility services required for general temporary use at the Jobsite may include the following (other specific services may be required for specific construction methods or operations):
  - 1) Water service (potable for certain uses).
  - 2) Portable sanitary facilities.
  - 3) Drainage and run-off control facilities.
  - 4) Compressed air service.
  - 5) Electric power service.
- C. In setting up temporary facilities, the Contractor shall:
  - 1) Follow all applicable codes and ordinances that may govern the permitting and inspection by authorities having jurisdiction in establishing the temporary facilities.
  - 2) Comply with pollution and environmental protection regulations for the use of water and other services, and for the discharge of wastes and stormwater drainage from the Work area.
  - 3) Enforce strict discipline in the use of utility services. Limit availability to essential uses, to minimize waste.
  - 4) Provide adequate signs, fences, barricades, and flashing lights, and take all necessary precautions for the protection of the Work area and the safety of the public.
- D. Staging and Storage Areas:
  - 1) The Contractor's attention is directed to the County requirements involving permitting for Earth Moving activities.
  - 2) The Contractor shall be responsible for locating, securing and paying for staging and storage areas. Prior to utilization of such area (including proposed areas within the Project limits, County owned property and right of way), Contractor shall submit to the County for review and approval a staging and storage area usage plan including, but not limited to:
    - a) A detailed site plan outlining all properties that will be utilized. The site plan shall be designed to provide protection of, and minimize disruption to, adjoining properties,
    - b) A minimum ten foot setback will be maintained along all property boundaries. This area will not be utilized for any project purpose to include driving or parking. This setback also applies along any right of way line.
    - c) A plan for daily clean up, dust control and regular removal of trash, garbage or any other odor producing material.
    - d) Identification of all uses on the property (e.g. material locations and proposed heights, equipment staging, and construction trailers),
    - e) Provide for protection from adverse noise, odor and visual impacts by providing appropriate fencing and/or screening measures.
    - f) Implement best management practices to prevent sediment transport and erosion due to stormwater runoff from the staging area site.
  - 3) The staging area will be surrounded by a privacy fence. The fence will be a minimum of eight feet high or the height of stored material, whichever is greater. The fence will obstruct the view into the staging area on all sides including along any right of way line, if directed by the County.
  - 4) Hours of operation at the staging area shall be no greater than work hours approved for the Project.
  - 5) Traffic ingress and egress points shall be directed away from residential properties.
  - 6) In the event the County determines the Contractor's staging area activities have become disruptive to adjoining properties, the Contractor shall immediately take necessary steps to eliminate the disruption. The County may increase minimum requirements specified herein based on specific Project circumstances and information submitted by the Contractor in the site plan.
  - 7) In addition to the site and storage plan required above, the Contractor shall obtain the required County Temporary Use Permit for proposed staging and storage areas not on County-owned property or right of way.

- 8) No property may be used as a staging and storage area which abuts a residential property and has been utilized under an approved County Temporary Use Permit at any time within the last thirty-six month period, until the expiration of such period.

**E. Storage of Materials:**

- 1) All materials, supplies and equipment, including County-supplied materials, supplies and equipment, intended for use in the Work shall be suitably stored by the Contractor at the Contractor's expense, to prevent damage from exposure to the elements of nature, mixture with foreign substances, vandalism or theft, or other cause. The Contractor shall take all precautions against any such damage occurring, and shall be responsible for damage resulting therefrom. Delivered materials shall be stored in a manner recommended by the manufacturer or supplier and acceptable to the County before any payment will be made.
- 2) The County will refuse to accept, or sample for testing, any materials, supplies or equipment that have been improperly stored or have become contaminated in any way. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the Jobsite.
- 3) All materials removed from the Jobsite as called for in the Contract Documents or directed by the County, shall be disposed of in a legal manner in conformance with all local, state, and federal laws and regulations.

**5.4 USE OF JOBSITE AND OTHER AREAS:**

- A. The Contractor shall confine the storage of materials and equipment to the Jobsite and other areas permitted by law and regulations. The Contractor shall allow use of the Jobsite by other contractors, by the County, and by the public, as directed by the County.
- B. The Contractor shall keep the Jobsite free of rubbish and waste materials on a continual basis and shall restore to their original condition those portions of the Jobsite disrupted by the construction.

**5.5 MOBILIZATION:**

- A. The Contractor shall mobilize as required for the proper performance and completion of the Work.
- B. Project Sign(s):
  - 1) General: The Contractor shall erect project sign(s), if required and listed on the Work Assignment Unit Price Schedule, conforming to the specifications as listed below. The Contractor shall comply with Chapter 556, F.S., Underground Facility Damage Prevention and Safety Act procedures, as required. The sign(s) shall be the property of the Contractor for the duration of the Project and shall be maintained by the Contractor. The Contractor shall be responsible for the relocation of the sign(s) during the progress of construction, as directed by the County.
  - 2) Project Sign Location: The Project sign(s) shall be placed:
    - a. At locations designated by the County.
    - b. Within County right of way.
    - c. To be highly visible.
    - d. At a position that will not obstruct pedestrian or vehicular traffic.
    - e. At a location that will not be a roadside hazard.
  - 3) Project Sign Construction:
    - a. The project sign(s) shall be constructed of  $\frac{1}{2}$  inch (nominal) thick exterior-grade plywood sheeting. Posts shall be 12 feet long, pressure-treated lumber with a nominal 4"x 4" square dimension.
    - b. The sign face dimensions shall be 5 feet wide by 3 feet high.
    - c. All sign supports shall be installed in accordance with FDOT Standard Indexes, as applicable.
    - d. Upon completion of the Work Assignment, the Contractor shall remove the sign(s) and supports and restore the site to the satisfaction of the County.

- 4) Project Sign Content: Sign content and details shall be provided by the County at the pre-construction meeting and approved through the Shop Drawing process.

5.6 WORK HOURS:

- A. Regular working hours are defined as up to ten hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M., excluding Saturdays, Sundays, and Holidays.
- B. Whenever the Contractor is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection of the Work will be required.
- C. Requests for approval by the County to work other than regular working hours must be submitted to the County at least 48 hours prior to any proposed weekend work or scheduled extended workweek hours.
- D. Unforeseen unscheduled work hours on weekdays will be permitted provided that the work is justified, and a two-hour Notice is provided to the County. Maintenance and cleanup may be performed during hours other than regular working hours.

5.7 REIMBURSEMENTS TO THE COUNTY FOR UNSCHEDULED WORK HOURS: The Contractor shall reimburse the County for additional construction management and/or inspection costs incurred as a result of unscheduled work in excess of regular working hours. At the County's option, unscheduled work costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retainage prior to release of final payment. Construction management/inspection costs shall be as follows: Overtime and Saturday rates shall be at 1.5 times the fully burdened rates of staff; and Sunday and holiday rates will be at 2 times the fully burdened rates of staff.

5.8 PROGRESS MEETINGS: On days mutually agreed upon, regular progress meetings shall be held at an agreed upon location, to review the progress of the Work, identify any utility issues and potential delays or problems, review any required Project submittals, review progress payment applications, and discuss other issues that may arise.

5.9 PROJECT SCHEDULE: The Contractor shall adhere to the Project Schedule as it may be adjusted from time to time, as provided below, and as may be further detailed in the Contract Documents.

- 1) Schedule adjustments with no change in Work Assignment time: The Contractor shall submit to the County proposed adjustments in the Project Schedule that will not result in changing the Work Assignment time. Such adjustments, if accepted, shall be incorporated into a revised Project Schedule, which will be submitted with the Contractor's next progress payment application.
- 2) Proposed schedule adjustments with a change in Work Assignment time: Proposed changes to the Project Schedule that will change the Work Assignment time shall be submitted in accordance with the requirements of Article 11.4, Change in Work Assignment time and may only be made through an IFCA or Work Assignment Amendment.

5.10 AS-BUILT DOCUMENTS:

- A. The Contractor shall maintain at the Jobsite one record set of Conformed Contract Documents, IFCA's, Work Assignment Amendments, Contract Amendments, and written interpretations and clarifications in good order and annotated to show changes made during progress of the Work.
- B. All approved Shop Drawings, product data sheets, and samples shall be made available at all times to the County during the progress of the Work.
- C. During the progress of the Work, the Contractor shall maintain accurate daily written records of the Work performed and conditions of the Work. The Contractor shall maintain, during the progress of the Project, accurate records of the location, length and elevation of all new and existing pipelines and appurtenances. Information to be shown for utility mains shall include the location of all crosses, tees, wyes, bends, valves, curb stops, meter boxes, hydrants, stub-outs, blow-offs, air release valves, etc., by using a two point swing

measurement from permanent physical features that can readily be found on the drawing and in the field, in a table format.

- D. The record set of Construction Plans/Drawings, which will become the as-built drawings, shall be "red-lined" by the Contractor to show all changes in the Work, including approved materials and equipment changes and approved changes in horizontal and vertical alignments made during the course of the Work. All locations and dimensions shall be referenced by two point swing-ties taken from permanent, readily identifiable reference points, such as building walls and corners, columns, utility poles, hydrants, and valves. All depths or elevations are to be taken from finished floors, finished grades, or from permanent benchmarks shown on the Construction Plans/Drawings. The Contractor shall furnish as-built top of pipe elevations and finish grade for top of trench for all utility mains at maximum intervals of one hundred feet and at all utility crossings, service connections, gravity and vacuum laterals, at all fittings and valves, and all changes in grade and pipe type. For directional drilled utility mains, the as-built top of pipe elevations shall be recorded every rod length change and plotted on the plan and profile drawing sheets. In addition, the Contractor shall reference all new utility mains by the distance to the right of way or property markers.
- E. Prior to approval of the Contractor's monthly payment applications, the County shall review the as-built drawings, videos and/or photos, to ensure that they are up to date and accurate. The County may withhold progress payments should the review reveal that the as-built drawings, videos and/or photos have not been properly maintained.
- F. Upon completion of the Work, and as a prerequisite to Final Acceptance, these as-built drawings, videos and/or photos shall be delivered in good condition to the County.
- G. The Contractor shall be held responsible for the accuracy of the as-built drawings and shall bear any costs incurred in finding utilities or other concealed or buried Work items, as a result of incorrect data furnished by the Contractor. The review of the as-built drawings by the County does not relieve the Contractor from obligations under the Contract, and for providing the necessary information on Work completed for the Engineer/Architect of Record's certification.
- H. All visible utility features shall be surveyed using conventional and/or GPS equipment at survey grade level and in accordance with Sarasota County Survey/GPS Standards. The recorded/blue booked GPS control monument, recorded benchmark elevation, and the vertical datum used shall be as noted on the Construction Plans/Drawings. Coordinates shall be based on the State Plane, Florida West 1983.

#### 5.11 PERMITS, LICENSES, TAXES, AND LAWS AND REGULATIONS:

- A. Unless otherwise provided in the Contract, the Contractor shall obtain and pay for all necessary permits and licenses required by federal, state, and local agencies having jurisdiction over the Work, prior to the start of construction. The Contractor shall adhere to the permit conditions provided in the permits issued by all such agencies and shall post all permits in a conspicuous location at the Jobsite.
- B. The Contractor shall pay all sales, consumer use and other similar taxes required by the laws and regulations of the place where the Work is performed.
- C. The Contractor shall give all Notices and comply with all laws, ordinances, rules and regulations related to the Work.

#### 5.12 WORK WITHIN THE COUNTY/STATE RIGHT OF WAY:

- A. The Contractor shall refer to the latest editions of the Sarasota County Unified Development Code and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction for all work within the County and State right of way. Any reference to "Department", "Engineer", "Engineer of Tests", or "Division of Tests" in the latter shall mean the County.
- B. Contractor shall apply for, pay, and obtain the necessary city, county, and state right of way permit(s) prior to the start of any Work within a public right of way.

- C. All private and public right of way, which are used or affected by the Work, will be maintained and preserved free from damage during the Contractor's operations and restored to their original or better condition upon completion or cessation of Work.

5.13 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property.
- B. The Contractor shall comply with all provisions of Chapter 553, F.S, the Florida Trench Safety Act, and all OSHA regulations applicable to the construction of the Work.
- C. The Contractor shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by vehicles, pedestrians and workmen.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench and prohibiting stacking excavated material in the street.
- E. Access to driveways must be maintained, and if disturbed or damaged, restored as soon as practical by the Contractor.
- F. The maximum length of open trench shall be forty feet at any one time. Trenches shall not remain open overnight.
- G. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.

5.14 EROSION CONTROL:

- A. The Contractor shall develop and maintain a plan to control erosion at the Jobsite, and submit the plan to the County for approval prior to the start of construction. The plan shall incorporate best management practices in the use of erosion control methods, be complete and in place prior to the start of the Work in accordance with the Contract Documents, and as directed by the County.
- B. The Contractor shall not commence clearing, grubbing, grading, or other construction activities which may cause erosion until the erosion control plan is in place, and approved by the County.
- C. Where certain thresholds are met relative to the amount of area disturbed by the Work, a National Pollutant Discharge Elimination System (NPDES) permit will be required to be obtained by the Contractor, in accordance with the Contract Documents.
- D. The Contractor shall regularly inspect, maintain, and repair or replace damaged components of the erosion control system. The Contractor shall maintain the erosion control system until Final Acceptance, and thereafter, remove the temporary erosion and sediment control system, promptly. The Contractor shall provide periodic inspection reports of the erosion control system to the County, when required.

5.15 TEMPORARY TRAFFIC CONTROL/MAINTENANCE OF TRAFFIC(MOT):

- A. The Contractor shall be responsible for the design, submittal, and approval by the proper reviewing agencies, of Temporary Traffic Control (MOT) plans for each stage of the Work. It will be the Contractor's responsibility to set up and maintain the MOT according to State and local transportation agency regulations. All MOT work shall conform to the requirements of Sarasota County and FDOT transportation standards.
- B. The Contractor's work under this section includes preparing, constructing, and maintaining approved ingress and egress features at any temporary storage/staging facility to reduce/eliminate tracking of mud, silt, and dust onto public and private streets.
- C. The Contractor shall always conduct its work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the

Work, and to ensure the protection of persons and property, in a manner satisfactory to the County.

- D. The Contractor may not begin work until the MOT plan is approved in writing by the County Engineer. Any modification to the MOT plan requires the County Engineer's written approval.
- E. All public and private streets affected by the Contractor's hauling operations shall be cleared of dust and debris at the end of each workday.

#### 5.16 SUBSURFACE AND PHYSICAL CONDITIONS:

- A. Geotechnical Reports and Soil Borings: Technical data, such as reports, explorations and tests of subsurface conditions at or contiguous to the Jobsite are included in the Contract Documents and were used by the Engineer/Architect of Record in preparing the Construction Drawings.
- B. Limited Reliance by the Contractor on Technical Data: The Contractor may rely upon the general accuracy of the technical data contained in such reports. Except for such reliance on such technical data, the Contractor may not rely upon or make any claim against the County or the Engineer/Architect of Record, or any of their representatives or agents with respect to:
  - 1) The completeness of such reports for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
  - 2) Other data, interpretations, opinions, and information contained in such reports; or
  - 3) Any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.
- C. Differing Subsurface or Physical Conditions:
  - 1) Immediately upon discovery by the Contractor of substantially differing subsurface or physical conditions than those shown in the Contract Documents, or from differing conditions normally expected at Jobsites of this type, the Contractor shall promptly notify the County to obtain a determination on how to proceed with the Work. Except in an emergency, the Contractor shall not further disturb the Jobsite until the County investigates the conditions, provides further testing where required, resolves the issue, and directs the Contractor to proceed with the Work.
  - 2) Should the County determine the conditions differ materially and increase or decrease the Contractor's costs or time in the performance of the Work, and upon approval of the County, a Contract Modification will be prepared in accordance with the Contract and Work Assignment.
  - 3) If the County determines that the conditions are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract or Work Assignment is justified, the County shall promptly notify the Contractor in writing, stating the reasons therefor.
  - 4) In such cases, the Contractor shall move to another area of the Work until the issue is resolved.

#### 5.17 EXISTING UNDERGROUND FACILITIES:

- A. The information and data shown or indicated in the Contract Documents and/or Work Assignment with respect to existing Underground Facilities at or contiguous to the Jobsite is based on information and data furnished to the County or the Engineer/Architect of Record by the owners of such underground facilities (including the County), or by others. The County and the Engineer/Architect of Record shall not be responsible for the accuracy or completeness of any such information or data.
- B. The Contractor shall be responsible to maintain continuous service of water, telephone, electric, cable TV, internet, sewer, gas and other related utility service lines to the public throughout the construction of the Work at no additional cost to the County.
- C. The Contractor shall fully cooperate with all private and public utilities during the

installation of new facilities, or repair or relocation of existing facilities. The Contractor shall coordinate its work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements by utility owners.

- D. The Contractor shall be fully responsible for providing all temporary piping, electrical hook-ups, lighting, temporary structures, or whatever is required to maintain the existing utility systems.
- E. The cost of the following will be included in the Work Assignment price and the Contractor shall have full responsibility for:
  - 1) Reviewing and checking all such Underground Facilities information and data.
  - 2) Locating all Underground Facilities shown or indicated in the Contract Documents and/or Work Assignment.
  - 3) Coordination of the Work and cooperating with the owners of such Underground Facilities, including the County, during construction.
  - 4) The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- F. If an Underground Facility is uncovered or revealed at or contiguous to the Jobsite which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents and/or Work Assignment, or not field located by the utility owner(s) with the accuracy required by Sunshine State One Call of Florida, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify and give written notice to the owner of the Underground Facility, and to the County.
  - 1) The County will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Work Assignment to reflect and document the consequences of the existence or location of the Underground Facility. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.
  - 2) If the County concludes that the conflict can be avoided with a minor modification of the Work, the County will require a Field Adjustment, instructing the Contractor how to proceed with the Work, and document the event.
  - 3) If the County concludes that a change in the Work Assignment is required, a Contract Modification will be processed to reflect and document the event and the required adjustments to the Work. Following consultation with the Underground Facility owner, either the Underground Facility owner will relocate the existing Underground Facility, or a Contract Modification will be processed for the relocation of the Underground Facility.
  - 4) An equitable adjustment shall be made to the Work Assignment time, to the extent attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Work Assignment or field locates.
- G. In order to comply with Chapter 556 F.S., Underground Facility Damage Prevention and Safety, the Contractor is responsible for contacting Sunshine State One Call of Florida (SSOCOF) @ 811, or 1-800-432-4770, to request a locate ticket so that SSOCOF members that own or operate underground facilities can locate and mark their underground facilities at and adjacent to the Jobsite. This requirement includes all operations such as demolition, grading, dredging, ditching, drilling, boring, cable plowing or other such activities. Notification requirements are as follows:
  - 1) The Contractor must notify SSOCOF a minimum of two full business days prior to excavating, excluding Saturdays, Sundays and legal holidays. Day one begins the day after the call is made.
  - 2) If the Contractor's dig site is in an area that is underwater, the Contractor must notify SSOCOF a minimum of ten full business days before digging.
- H. Where connections are required between new work and existing utility mains, the connections shall be made in a thorough and first-class manner, using proper and acceptable fittings to suit the actual conditions. Ductile iron mechanical joint sleeves shall

be used for connection to existing utility mains. When a connection is made to an existing fitting in the line, the Contractor shall schedule its Work so that excavation and locating the existing fittings can be completed prior to starting trench work on the line. Cut-ins into lines shall be done at a time approved by the County, following proper notification to and approval by the County's Utilities Operations and Maintenance staff. The Contractor shall not make any connections or service taps into existing utility mains until the Work has been tested and accepted by the County.

- I. Interruptions to any utility service or operation shall be minimized. The Contractor shall submit plans and schedules to the County for approval by the proper authority before any shutdown or any interruption in service takes place. The Contractor shall provide a minimum five business days Notice to Utility Operations and Maintenance to locate and exercise valves prior to the shutdown. The County will complete a Water Shut Down Request to Utility Operations and Maintenance and shall include a utility map with all valves identified within the shutdown service area. After the plans and schedule for the utility service interruption shut-downs have been approved, the Contractor shall be responsible for posting shut-off notices to customers five business days prior to shut down. The County shall be present at the time of the shutdown and ensure the shutdown requirements are coordinated during the tie-in. All work is to be accomplished in accordance with Department of Health rules and policies. If commercial properties are affected, the Contractor shall provide bottled water to those consumers/businesses who cannot boil water on-site. All costs in connection with the interruption of Utility Services shall be considered incidental and included under the Bid Line Items.

#### 5.18 QUALITY CONTROL:

- A. The Contractor shall establish and maintain appropriate quality control for the Work. Any problems with the Work shall be reported to the County immediately, followed by written notification of the occurrence of the incidence(s).
- B. The Contractor shall not deviate from the approved Project permits, Work Assignment Construction Plans/Drawings and Technical Specifications, without specific authorization from the County. If the Contractor determines modifications are required, the Contractor shall prepare and submit a written request to the County including an explanation of the problem and justification for the suggested modification(s).
- C. Cutting and Patching: The Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter others' work with the written consent of the County and those whose work will be affected.

#### 5.19 MATERIALS, EQUIPMENT, AND WORKMANSHIP:

- A. Unless otherwise stated in the Contract or Work Assignment, all workmanship, materials, and articles incorporated in the Work shall be of good quality, new, and of the most suitable grade of their respective kinds for the purpose and shall be acceptable to the County. The County shall decide the question of quality where the terms "or equal," "approved equal," or "equivalent" are used in the Technical Specifications following reference to a specific manufacturer of equipment or materials. When and to the extent required by the Technical Specifications or by the County for review, the Contractor shall provide full information, including reports and tests, concerning the materials, equipment, or methods of work which the Contractor contemplates incorporating in the Work. Samples of materials shall be submitted for review where required. Materials and equipment installed or used, or unusual methods of work used without such review may be rejected without liability to the County.
- B. Defective Material, Equipment, or Work:
  - 1) When any material or equipment not conforming to the requirements of the Contract and/or Work Assignment has been delivered to the Jobsite, or incorporated in the Work, or whenever any Work performed does not conform to the Contract and/or Work

Assignment or is of inferior and unacceptable quality, then such material, equipment, or work shall be deemed to be defective. All such defective materials, equipment, or Work shall be corrected, removed, replaced or made satisfactory to the County at no additional cost to the County.

- 2) The Contractor shall not be entitled to an extension of the Work Assignment time for correcting or removing and replacing defective Work.
- C. All materials and equipment shall be applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the manufacturer or applicable supplier, except as otherwise may be provided in the Contract and/or Work Assignment.

#### 5.20 INSPECTION AND TESTING OF MATERIALS AND EQUIPMENT:

- A. Unless otherwise provided in the Unit Price Schedule, all testing shall be at the expense of the Contractor.
- B. The Contractor shall employ and pay for the services of an independent testing laboratory approved by the County, to perform all inspections and tests required by the Contract or Work Assignment.
- C. The Contractor shall arrange for all such testing and give the County timely Notice of the readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. The Contractor shall pay for all factory tests required on equipment and materials. Copies of test results or where acceptable, certifications of compliance on equipment and materials made at the factory or manufacturing plant, shall be furnished to the County. Test reports on equipment shall be reviewed by the County before the equipment covered by the tests is delivered to the Jobsite. Test requirements are set out in the Technical Specifications for the particular equipment and materials.
- E. If laws or regulations of any public body having jurisdiction require any portion of the Work specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the County the required certificates of inspection or approvals.
- F. Contractor shall provide copies of all test results to the County as soon as they are available.
- G. Uncovering Work:
  - 1) If any Work required to be inspected, tested, or approved is covered prior to such inspection, testing, or approval without written concurrence of the County, it must, if requested by the County, be uncovered for the County's inspection, testing, and approval, and replaced at the Contractor's expense.
  - 2) If, after written concurrence by the County to cover the Work, the County considers it necessary or advisable that the covered Work be observed, inspected, or tested by others, the Contractor, at the County's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the County may require, that portion of the Work in question, furnishing all necessary labor, tools, material, and equipment.
  - 3) If it is found that the uncovered Work is defective, the Contractor shall pay all costs arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory repairing, replacing, or reconstructing the defective Work, including but not limited to all costs of repair or replacement of work of others.
  - 4) If it is found that the uncovered Work is not found to be defective, and the County previously consented in writing to its being covered, the Contractor shall submit a Claim to the County for an increase in the Work Assignment price or an extension of the Work Assignment time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

- H. Correction or Removal and Replacement of Defective Work: Within seven days of issuance of a Notice of defective Work by the County, the Contractor shall commence to and continue to correct through completion all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the County, remove it from the Jobsite and replace it with Work that is not defective. The Contractor shall pay all costs arising out of or relating to such correction or removal and replacement, including but not limited to all costs of repair or replacement of work of others, caused by the defective Work.
- 5.21 SANITARY REGULATIONS: Adequate sanitary facilities for the use of persons employed in the Work, shall be provided and maintained by the Contractor in such a manner and at such points as shall be approved by the County. These facilities shall be maintained at all times, without nuisance and their use shall be strictly enforced. Upon completion of the Work, they shall be removed from the Jobsite, leaving it clean and free from nuisance.
- 5.22 SAFETY AND HEALTH REGULATIONS/ PROTECTION OF PROPERTY:
- A. The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations, laws, and standards relating to safety and health. The Contractor shall observe, follow and comply with all OSHA permitting instructions and regulations for Confined Space Entry, 29 CFR 1910.146 as related to the project. These forms can be obtained electronically from OSHA's website. The Contractor shall post all required OSHA notices at the Jobsite.
  - B. The Contractor shall be solely 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:
    - 1) All persons on the Jobsite or who may be affected by the Work.
    - 2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Jobsite.
    - 3) Other property at the Jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of the Work.
  - C. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when execution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
  - D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be promptly remedied by the Contractor.
  - E. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed, and the County has issued the Final Acceptance Certificate.
- 5.23 HAZARDOUS ENVIRONMENTAL CONDITIONS:
- A. If the Contractor encounters a hazardous environmental condition or creates a hazardous environmental condition, the Contractor shall immediately:
    - 1) Secure or otherwise isolate such condition.
    - 2) Stop all Work in connection with such condition and in any area affected thereby except in an emergency.
    - 3) Notify the County promptly and thereafter within 48 hours in writing confirming such Notice.

- 4) The County shall promptly determine the necessity for the County to retain a qualified expert to evaluate such condition or take corrective action, if any.
- B. In such cases where a hazardous environmental condition is identified, the Contractor shall move to another area of the Work until the issue is resolved.
- C. The Contractor shall not resume Work in connection with such condition or in any affected area until after the County has obtained any required permits or clearances related thereto and delivered to the Contractor Notice:
  - 1) Specifying that such condition and any affected area is or has been rendered safe for the resumption of the Work; or
  - 2) Specifying any special conditions under which such Work may be resumed safely.
- D. The Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the Jobsite which was not shown, indicated, or identified in the Work Assignment to be within the scope of the Work. The Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the Jobsite by the Contractor, Subcontractors, suppliers, or anyone else for whom the Contractor is responsible.

**5.24 SALVAGED EQUIPMENT AND MATERIALS:**

- A. Unless otherwise directed by the County, salvaged materials, equipment or supplies are the property of the County and shall be kept clean and properly stored as directed by the County.
- B. Should the County choose to not accept these materials they shall be removed from the Project site by the Contractor as soon as practical.
- C. All materials excavated by the Contractor and suitable for fill shall be stockpiled and used by the Contractor as fill material for the Work. Excess suitable fill material not required for the Work shall remain the property of the County and shall be transported by the Contractor within a 5-mile radius and unloaded at a location determined by the County at no additional cost.
- D. All materials excavated by the Contractor and not suitable for fill, and material not required by the County shall be hauled and be properly disposed of by the Contractor at no additional cost to the County.

**5.25 CLEAN-UP AND DISPOSAL:**

- A. Cleanup and restoration shall be accomplished on a continuing basis throughout the performance of the Work, and in such a manner as to maintain a minimum of nuisance and interference to the County, residents and workers at or adjacent to the Jobsite.
- B. During the progress of the Work, the Contractor shall keep the Jobsite and other areas free from accumulations of construction debris, waste materials, rubbish, and other debris. The Contractor shall, within a reasonable time, dispose of all residues resulting from the Work, and shall remove and properly dispose of any surplus excavation, broken pavement, concrete, brick, lumber, and other construction materials, and any refuse as these items accumulate.
- C. Removal and disposal of such construction debris, waste materials, rubbish, and other debris shall conform to applicable laws and regulations.
- D. At the time the need for temporary structures or temporary utility services or a substantial portion thereof has ended, or when the temporary structures and services have been replaced by permanent Work, and not later than the time of Substantial Completion, the Contractor shall promptly remove the installations. The Contractor shall complete and restore Work, which may have been delayed or affected by the installation and use of the temporary facilities, including any required repairs, grading, restoration, and cleaning of exposed surfaces, and replace any Work damaged beyond acceptable restoration.
- E. Prior to Final Acceptance of the Work, the Contractor shall clean the Jobsite and the Work and make it ready for utilization by the County. At the completion of the Work, the Contractor shall remove from the Jobsite all tools, appliances, construction equipment and

machinery, and surplus materials and shall restore to original condition or better, all property not designated for alteration by the Work Assignment.

## **6.0 COUNTY'S RIGHTS**

- 6.1 **COUNTY ACCESS TO WORK:** The County, including its authorized representatives and agents, and governmental agency representatives with jurisdiction, shall, at all times, have access to the Work wherever it is in preparation or progress, and may visit the Jobsite and observe the Work to ensure compliance with the Contract and Work Assignment. The Contractor shall provide the County and its agents proper and safe conditions for such access and advise them of the Contractor's Jobsite safety procedures and programs so that they may comply.
- 6.2 **COUNTY MAY STOP WORK:**
- A. The County, may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, if: the Contractor's work is repeatedly defective; the Contractor fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work; fails to correct a safety issue brought to the Contractor's attention; fails or neglects to perform the Work in such a way that the completed Work will not meet the Work Assignment time requirements; or violates in a substantial way any provisions of the Contract or Work Assignment.
  - B. The County may terminate payments to the Contractor for those portions of the Work affected by a stop work order.
  - C. The Contractor, upon receipt of a stop work order, shall, after securing the Jobsite, immediately cease work, and shall not be entitled to a change in Work Assignment price or Work Assignment time as a result of such order.
  - D. The Contractor may be allowed to resume work following the submission and acceptance of a work plan addressing the cause of the stop work order, and provided that the corrective work is commenced within seven days of resuming work and is complete according to the accepted work plan.
- 6.3 **COUNTY MAY CORRECT DEFECTIVE WORK:**
- A. The County may, without prejudice to other remedies the County may have, issue a stop work order to the Contractor for failure or neglect to carry out the provisions of the Contract and/or Work Assignment as noted above, and after seven days Notice to the Contractor, proceed to correct or remedy any such deficiencies either by the County's own forces or through the services of another contractor.
  - B. In such case, an appropriate IFCA or Work Assignment Amendment shall be issued deducting from payments then or thereafter due the Contractor the reasonable costs of correcting such deficiencies, including the County's expenses for additional services made necessary by such default, neglect, or failure. If payments, then or thereafter due the Contractor, are not sufficient to cover such amounts, the Contractor, or Surety, shall pay the difference to the County.
  - C. The Contractor shall not be allowed an extension of the Work Assignment time because of any delay in the performance of the Work attributable to the exercise by the County of the County's rights and remedies under the Contract.
- 6.4 **RIGHT TO RETAIN DEFECTIVE WORK:**
- A. If, instead of requiring correction or removal and replacement of defective Work, the County decides that any part or portion of the defective Work is not of sufficient magnitude or importance as to make the Work dangerous or undesirable, or if the removal of such Work would create conditions which are dangerous or undesirable, and the County prefers to accept the defective Work or portions thereof, the County may do so. Any portion of Work not so accepted by the County shall be removed and replaced as required by the Contract Documents. The Contractor shall be responsible for all costs of the County's

evaluation of and determination to accept such defective Work as well as the diminished value of the Work to the extent not otherwise due to the Contractor.

- B. If any such acceptance of defective Work occurs prior to final payment, an IFCA may be issued incorporating the necessary revisions in the Work Assignment with respect to the Work, and the County shall be entitled to an appropriate decrease in the Work Assignment price, reflecting the diminished value of Work so accepted, and the cost of evaluating the defective Work for acceptance. If the acceptance occurs after final payment, the appropriate costs will be paid by the Contractor, or Surety, to the County.
  - C. Such retention of a portion of the Work that would be considered defective shall not constitute waiver by the County of the Contractor's remaining obligations under the Contract.
- 6.5 COUNTY MAY SUSPEND WORK: The County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety consecutive days by Notice in writing to the Contractor. Such Notice shall fix the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may request an increase in the Work Assignment price or an extension of the Work Assignment time, or both, directly attributable to any such suspension if a timely Claim is made pursuant to the Contract.

6.6 TERMINATION:

A. Termination of Contract for Cause by County.

- 1. The occurrence of any one of the following defaults by Contractor will justify termination for cause by County:
  - a. The Contractor's persistent failure to perform the Work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the approved Project Schedule, as it may be adjusted from time to time pursuant to the Contract Documents.
  - b. The Contractor's failure to adhere to applicable laws or regulations of any public body having jurisdiction.
  - c. The Contractor's disregard of the authority of the County's authorized agents.
  - d. The Contractor's failure to repair, or to remove and replace defective materials or Work.
  - e. The Contractor's violation in any material way of any provisions of the Contract.
- 2. If any of the defaults identified above occur, the County may, after giving the Contractor, and Surety (if any), seven days written notice of County's intent to terminate the services of the Contractor:
  - a. Exclude the Contractor from the Jobsite, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Jobsite (subject to reasonable payment for the same), and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion),
  - b. Incorporate in the unfinished Work all materials and equipment stored at the Jobsite or elsewhere for which the County has paid the Contractor.
  - c. Complete the Work as the County may deem expedient.
- 3. If the County exercises its rights as provided in this section, the Contractor shall not be entitled to receive any further payment until the Work is completed. If claims, costs, losses, and damages due to the Contractor's default exceed the unpaid balance of the Contract, the Contractor or Surety (if any) shall pay the difference to the County. When exercising any rights or remedies allowed under the Contract, the County shall not be required to obtain the lowest price for the Work performed.
- 4. Where the Contractor's services have been so terminated by the County, the

termination will not affect any rights or remedies of the County against the Contractor then existing or which may thereafter accrue. Any retainage or payment of moneys due the Contractor by the County will not release the Contractor from liability under the Contract.

5. In the case of termination of the Contract for any cause before completion, the Contractor, if notified to do so by the County, shall promptly remove any part or all of the Contractor's equipment and supplies at the expense of the Contractor.
6. Notwithstanding the above, the Contractor's services will not be terminated if the Contractor begins, within seven calendar days of receipt of Notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure all such noted failures within no more than thirty calendar days of receipt of said Notice.

**B. Termination of Contract for Convenience by County.**

1. Upon seven days Notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy of the County, terminate the Contract for the County's convenience. In such case, the Contractor shall, upon properly securing the Jobsite, be paid for (without duplication of any items):
  - a. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination.
  - b. Documented expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.
  - c. Documented claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others.
  - d. Reasonable expenses directly attributable to termination.
2. The Contractor shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the Contractor, or for other economic losses arising out of or resulting from such termination.
3. In no event shall the amount paid by the County to Contractor exceed the total amount which would be payable for completion of outstanding Work Assignments.

**C. Termination of a Work Assignment**

1. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.
2. In the event the County terminates a Work Assignment, references to termination of the Contract made in section 6.6 shall be deemed to refer to termination of the Work Assignment.

**6.7 SUBSTANTIAL COMPLETION OF A PART OF THE WORK:**

- A. Prior to Substantial Completion of all the Work, the County may use or occupy any substantially completed part of the Work which has specifically been identified in the Work Assignment, or which the County determines constitutes a separately functioning and usable part of the Work that can be used by the County for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1) The County at any time may notify the Contractor that the County wishes to use or occupy any such part of the Work which the County believes to be ready for its intended use and substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor will notify the County that such part of the Work is substantially complete and request the County to inspect that portion of the Work. The County will inspect the work and if satisfactory will issue a Certificate of Substantial Completion for that part of the Work.
  - 2) The Contractor at any time may notify the County in writing that the Contractor certifies any such part of the Work ready for its intended use and substantially

complete and request the County to inspect that portion of the Work, and, with the County's approval, issue a Certificate of Substantial Completion for that part of the Work, provided all documentation required for acceptance, such as video and/or photo packages, have been submitted, if required by the Contract or Work Assignment.

- 3) Within a reasonable time after either such request, the County and the Contractor shall make an inspection of that part of the Work to determine its status of completion. If the County does not consider that part of the Work to be substantially complete, the County will notify the Contractor in writing giving the reasons therefor. If the County considers that part of the Work to be substantially complete, the County will prepare a Certificate of Substantial Completion of that part of the Work, designating the date of the Substantial Completion, noting any work remaining to bring that portion of Work to final completion, and list the division of responsibilities between the County and the Contractor for partial utilization of the Work, including the start of any warranty period and the transfer of property insurance coverage, where applicable.

#### 6.9 PROJECT AUDIT:

- A. Authorized representatives of the County, its agents, and governmental agency representatives with jurisdiction, shall have access to all books, documents, papers, and records of the Contractor specifically relating and directly pertinent to the Work for the purpose of conducting a project audit.
- B. The Contractor, its employees and agents including all Subcontractors, shall allow access to its records during normal business hours following sufficient notification.

### **7.0 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES**

#### 7.1 GENERAL:

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract and Work Assignment. The Contractor shall strictly comply with all specifications, drawings and terms of the Contract and Work Assignment.
- B. The Contractor shall cooperate with the County during the progress of the Work, and coordinate with utility companies and the County's other contractors (when applicable), working at or in the vicinity of the Jobsite, to ensure continuous workflow while minimizing delays.
- C. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Work Assignment.
- D. It is understood and agreed that the Contractor, by careful examination, is satisfied as to the nature and location of the Work, the conditions of the Jobsite, the character, quality and quantity of the materials to be employed, the character of equipment and facilities needed for the execution of the Work, the general and local conditions, and all other matters which can in any way affect the performance of the Work.
- E. The Contractor shall provide and assume full responsibility for all plant, materials, equipment, tools, labor, services, transportation, machinery, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, bonds and insurance policies, overhead, office, and all other costs and expenses of facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- F. The Contractor shall be responsible to the County for acts and omissions of the Contractor, the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- G. The Contractor shall be responsible for inspection of portions of work performed by others to determine that such portions are in proper condition to receive subsequent work by the

Contractor. The Contractor shall immediately notify the County if any such work is defective or unsuitable to accept the Work by the Contractor.

- H. If the Work Assignment is stopped for a period of ninety days by order of any court or public authority other than the County, through no act or fault of the Contractor or any of its employees, the Contractor may, upon providing Notice to the County within thirty days, terminate the Work Assignment and recover from the County payment for all Work executed and any costs incurred.

7.2 SUPERVISION AND SUPERINTENDENCY:

- A. The Contractor Representative named in the Contract, shall have full power and authority to act on the Contractor's behalf, in all matters dealing with the Contract. All communications and directions given to, received by, or received from the Contractor Representative shall be binding on the Contractor.
- B. The Contractor shall assign a competent superintendent, who will be the Contractor's Representative on the Jobsite and shall have complete authority to act on behalf of the Contractor. All communications and directions given to, received by, or received from the superintendent shall be binding on the Contractor, unless otherwise conveyed to the County in writing.
- C. The Contractor shall assign other supervisory personnel as necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of the Contract. The Contractor shall notify the County in writing of the names and credentials of the superintendent and supervisory personnel at the pre-construction conference for each Work Assignment.
- D. The Contractor Representative and superintendent shall be the points of contact for the County.
- E. The Contractor Representative and superintendent shall not be changed except by written consent of the County unless this person or persons cease to be employed by the Contractor. The Contractor shall provide Notice to the County of any such changes within two working days.

7.3 SUBCONTRACTORS AND MATERIAL SUPPLIERS:

- A. The Contractor shall provide an initial list of proposed Subcontractors, including the portions of Work to be performed by each of the Subcontractors. The list of Subcontractors shall be finalized and submitted to the County prior to approval of the Work Assignment. The list of material suppliers shall be developed through Shop Drawing reviews.
- B. If the County has reasonable objection to any Subcontractor or material supplier, whether identified in the Bid or subsequently, the Contractor shall submit an acceptable substitute without entitlement to any change in Contract price. After acceptance by the County of any particular Subcontractor or material supplier, the Contractor shall make no substitution without written approval of the County, which will not be unreasonably withheld.
- C. The Contractor is fully responsible to the County for the acts and omissions of its Subcontractors and material suppliers, and of persons either directly or indirectly employed by them.
- D. Nothing contained in the Contract or Work Assignment shall create any contractual relationship between any Subcontractor or material/equipment supplier and the County.
- E. Work performed for the Contractor by a Subcontractor, and materials and equipment provided by material/equipment suppliers will be pursuant to appropriate contracts between the Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract for the benefit of the County.

7.4 LABOR: The Contractor shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. The County shall have

the right to require the Contractor to remove personnel assigned at any level for their performance of the Work or conduct on the Jobsite.

**7.5 REPORTING DISCREPANCIES:**

- A. **Before Starting the Work:** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract and Work Assignment and check and verify pertinent figures therein and all applicable field measurements. The Contractor shall promptly report in writing to the County any conflict, error, ambiguity, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the County before proceeding with any Work affected thereby.
- B. **During Performance of the Work:** If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract or Work Assignment, or between the Contract or Work Assignment and any provision of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any manufacturer/supplier, the Contractor shall immediately report it verbally to the County and provide a fully detailed written explanation within 48 hours of discovery. The Contractor shall not proceed with the Work affected thereby (except in an emergency, as determined by the County) until receiving a written interpretation or clarification from the County.

**7.6 PROJECT LAYOUT:**

- A. The Contractor is responsible for laying out the Work based on the reference points provided by the County, if any, and shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work. The Contractor shall make no changes or relocations to these reference points or property monuments without the prior written approval of the County.
- B. The Contractor shall report to the County whenever any reference point or property monument is lost or destroyed or requires relocation. If such relocation is necessary due to changes in grade or work location, the County will be responsible for their removal and relocation. If the reference point or property monument is lost or destroyed as a result of the Contractor's operations, the Contractor shall be responsible for the accurate replacement or relocation of such reference point or property monument by a State of Florida Registered Professional Surveyor and Mapper.
- C. The Contractor shall furnish all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies, as necessary and required for the Work, and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work.

**7.7 COORDINATION WITH OTHER CONTRACTORS:** The Contractor shall coordinate the Work with other contractors that may be working in the Project vicinity performing other work.

**7.8 EMERGENCIES:** In emergencies affecting the immediate safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the County prompt Notice if the Contractor believes that any significant changes in the Work or variations from the Contract or Work Assignment have been caused by or are required as a result of an emergency.

**7.9 PATENT FEES AND ROYALTIES:** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

**7.10 SAFETY REPRESENTATIVE:** The Contractor shall designate a qualified and experienced safety representative at the Jobsite whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

- 7.11 HAZARD COMMUNICATION PROGRAM: The Contractor shall be responsible for coordinating any exchange with the County of Safety Data Sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Jobsite in accordance with laws or regulations.
- 7.12 RISK OF LOSS: Prior to Final Acceptance of the Work by the County, risk of loss for the Work shall remain with the Contractor and Contractor shall be required to repair, replace, renew and make good at the Contractor's own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete the Work, unless the delay is due to the negligence, fault, or omission of the Contractor.
- 7.13 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY:
- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, or Subcontractors or agents, such property shall be restored by the Contractor, at the Contractor's expense, to its original or better condition to that existing before the damage was done, or the Contractor shall make good the damage in another manner acceptable to the County.
  - B. Should any claim be made by any adjacent property owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such owners or occupants by negotiation or otherwise resolve the claim, provided any such settlement does not bind the County.
  - C. Along the location of the Work, all sidewalks, streets, driveways, mailboxes, walks, lawns, landscaped areas, bushes, trees, shrubbery, irrigation systems and other above and below ground physical features shall be protected by the Contractor, and where disturbed or damaged, promptly restored to their original or better condition by use of similar or comparable materials. Fences, walls, and other features removed by the Contractor shall be replaced as soon as conditions permit. All grassed areas, which have been damaged by the Contractor, shall be re-graded, and sodded or seeded and mulched as directed by the County.
  - D. Trees close to the Work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches and roots that are liable to damage because of the Contractor's operations, but in no case shall any tree be cut or removed without prior notification of the County. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. The Contractor shall abide by the County's Tree Protection Ordinance.
  - E. The protection, removal, replacement, and restoration of existing physical features along the line of Work shall be a part of the Work under the Contract and/or Work Assignment. Final Acceptance will not be provided, and final payment will not be made until all public and private property has been restored to the satisfaction of the County.
  - F. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the County may, after providing seven days Notice to the Contractor, proceed to repair, rebuild or otherwise restore such property and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Work Assignment.
  - G. Weather Conditions: Sarasota County is subject to severe weather conditions such as hurricanes, tropical storms, tornadoes, strong winds, heavy rains, and lightning. It is the Contractor's responsibility at all times to:
    - 1) monitor current and developing weather conditions;
    - 2) develop and implement appropriate contingency plans to ensure proper storage of materials, supplies, and equipment, and

- 3) secure the Jobsite so as to not endanger public health and safety, or public and private property.
- H. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, as required by the Contract and/or Work Assignment and all laws, codes, and standards. The Contractor shall take all necessary precautions to prevent damage, injury or loss to:
- 1) Persons on and adjacent to the Jobsite.
  - 2) The Work, including materials, supplies, and equipment incorporated therein.
  - 3) Public and private property adjacent to the Jobsite.
- 7.14 PROTECTION OF ENVIRONMENTAL RESOURCES: The Contractor shall comply with all applicable federal, state, and local environmental laws and regulations. The environmental resources within and adjacent to the Jobsite (not impacted by permit) shall be protected during the entire period of the Work. The Contractor shall confine activities to areas defined by the Work Assignment.
- 7.15 PROTECTION OF HISTORIC AND ARCHEOLOGICAL RESOURCES:
- A. If historic or archeological resources are encountered during the Contractor's operations, the Contractor shall notify the County immediately, and stop Work in the area until directed to restart.
  - B. In such cases, the Contractor shall move to another area of the Work until the issue is resolved.
  - C. The Contractor shall comply with the Sarasota County Code of Ordinances, as applicable.
- 7.16 FLORIDA POWER & LIGHT SERVICE:
- A. Where required in the Contract, the Contractor shall provide all necessary coordination with Florida Power & Light (FPL) for power supply to the proposed facilities, including sewage lift stations, vacuum sewer pump stations, water pumping and storage facilities, water or sewer booster stations, and similar facilities. The Contractor shall incorporate FPL's schedule within the Project Schedule. All costs associated with temporary and permanent power shall be borne by the Contractor, unless otherwise provided in the bid line items.
  - B. The Contractor is responsible for all on-site improvements including poles, transformers, panel, conduit, power wiring, concrete mounting pads, and related equipment and materials necessary for a complete and fully operational system. The Contractor shall transfer service to the County upon the date of Substantial Completion of the Project, unless otherwise provided in the Contract or Work Assignment.
- 7.17 UTILITY SERVICES: Existing service locations as shown on the drawings are approximate. Upon completion of service relocation or replacement as called for on the drawings, the Contractor shall relocate or install the meter and/or reconnect the building service line as directed by the County. A Florida licensed plumber shall complete all plumbing work on the discharge side of the meter.

## **8.0 COUNTY'S RESPONSIBILITIES AND DUTIES**

- 8.1 STATUS OF THE PROJECT MANAGER: The Project Manager is the authorized County representative designated by the Administrative Agent to perform certain responsibilities and duties as defined by the County for management of specified portions of a Work Assignment.
- 8.2 REVIEW AND APPROVAL OF THE WORK: The Contractor's work shall at all times be subject to the review, testing and approval of the County or its authorized designee(s). The County shall decide any and all questions which may arise as to the quality and acceptability of the materials and equipment furnished, the Work performed, the rate of progress of the Work, the conditions of the Jobsite, the maintenance of schedules, the interpretation of the Contract and Work Assignment through the County's Administrative Agent, and all questions on the acceptable performance of the Contractor under the Contract and Work Assignment.

8.3 RESOLUTION OF DISCREPANCIES: In case of differences discovered and reported by the Contractor between the Construction Plans/Drawings and Technical Specifications, the County, through the Administrative Agent, shall make a determination whether the Construction Plans/Drawings or Technical Specifications represent the intent of the Contract and/or Work Assignment, and such determination shall be communicated to the Contractor in writing. Should the County discover a discrepancy between the Construction Plans/Drawings and Technical Specifications, a written determination resolving the discrepancy shall be provided to the Contractor.

8.4 RECOMMENDATION OF PROGRESS PAYMENTS:

- A. The County will evaluate the Contractor's payment application and if in agreement, will sign the application indicating the County's recommendation to pay the amounts shown.
- B. Should the County disagree with any item of Work shown on the application, the County will promptly return it to the Contractor for correction and re-submittal.
- C. Should the Contractor disagree with the County's determination of work completed and monies due, the Contractor may request approval of the work items that are not in question by resubmitting the payment application and may file a timely Claim in reference to disputed items. In such a case, the County shall recommend approval of the resubmitted payment application for only the undisputed items of work.

8.5 INSPECTION AND EXAMINATION OF THE WORK:

- A. The County and its authorized designee(s) shall have free access to the Work of the Contractor at any time for purposes of inspection and testing, and shall be reasonably assisted by the Contractor in conducting such inspections and testing of the Work. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.
- B. The County will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the performance of the Work.
- C. All materials and equipment shall be subject to inspection, examination and testing by the County at any time during manufacture, and at places where manufacturing of the materials and equipment is taking place. The County may reject defective materials and equipment during manufacture or before or after they have been incorporated into the Work. If the Contractor fails to replace defective Work or rejected materials and equipment, the County may replace such materials and equipment or correct such defective work and charge the cost thereof to the Contractor.
- D. No final inspection, acceptance of the Work, materials or equipment or final or interim acceptance of same by the County or certification of the Engineer/Architect of Record shall relieve the obligation of the Contractor to the County to do the Work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all terms and any obligations of the Contract.

8.6 PROJECT REPRESENTATIVE: The Project Manager's on-site Project Representative may be assigned to a Project, or any part thereof, at any time. The presence or absence of the PR does not lessen the responsibility of the Contractor to perform the Work in accordance with the Contract and Work Assignment. In case of dispute between the Contractor and the PR as to materials furnished, or the manner and method of performing the Work, the PR has authority to reject materials or work, and to stop the Work until the issue can be referred to, and decided by the County. The PR is not authorized to revoke, alter, enlarge, relax, release, or amend any of the Contract or Work Assignment requirements, nor to issue any instructions on, nor to approve or accept any portion of the Work, or materials, or equipment; nor are any of his/her actions, authorized or unauthorized, to be so construed.

8.7 RIGHT TO REJECT DEFECTIVE WORK:

A. The County has the authority to reject work which the County believes to be defective, or that the County believes will not produce a completed work that conforms to the Contract and Work Assignment or that will prejudice the integrity of the design concept of the completed work as a functioning whole as indicated by the Contract and Work Assignment. The County also has authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. Prompt Notice of all defective Work of which the County has actual knowledge will be given to the Contractor.

**8.8 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:**

A. The Contractor shall submit Shop Drawings, product data sheets, and samples to the County for review and acceptance in accordance with the approved Schedule of Submittals.

1) Shop Drawings: Submit number of copies specified in the Contract Documents. The Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment the Contractor proposes to provide and to enable review of the information as required for approval.

2) Product Data: Submit number of product data sheets specified in the Contract Documents. The data sheets shall include standard printed information on materials, products, and systems not custom prepared, from which selections can be designated by the Contractor. Information shall include product dimensions, tolerances, manufacturer's recommendations for application and use, compliance with standards, and other information indicating that the material, product, or system meets or exceeds the Technical Specifications requirements.

3) Samples: Submit number of samples specified in the Contract Documents. Clearly identify each sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as the Engineer/Architect of Record may require, enabling review of the information as required for approval.

B. Where a Shop Drawing, product data sheet, or sample is required by the Contract Documents or the Schedule of Submittals, any related work shall not be performed by the Contractor until the review and approval process of the pertinent submittal is complete. Shop Drawings, product data sheets, and sample submittals will be at the sole expense and responsibility of the Contractor.

C. The Engineer/Architect of Record will review or take other appropriate action on submittals only for the limited purpose of checking for conformance with the requirements of the Contract Documents. The Contractor shall be responsible for the adequacy of the performance of the materials and equipment submitted.

**D. Submittal Procedures:**

1) Before submitting each Shop Drawing, product data sheet, and sample, the Contractor shall have determined and verified:

a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.

b. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.

c. All information relative to the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

d. The review and coordination of each Shop Drawing, product data sheet, or sample with other Shop Drawings, product data sheets, and samples and with the requirements of the Work and the Contract Documents.

2) Each submittal shall bear a stamp or specific written certification that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of that submittal.

- 3) With each submittal, the Contractor shall give the County specific Notice of any variations that the Shop Drawing, product data, or sample may have from the requirements of the Contract Documents. This Notice shall be made by a specific notation on the Shop Drawing, product data sheet, or sample submittal; and by a separate written communication submitted to the County for each such variation.
- E. Re-submittals: The Contractor shall make corrections required and shall return the required number of corrected copies of Shop Drawings and product data; and submit, as required, new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals.

## 8.9 BRAND NAME OR EQUAL AND SUBSTITUTIONS:

### A. Brand Name or Equal:

1. Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to a manufacturer's or vendor's name, trade name, or catalogue number or "or equal", the purchase description reflects the characteristics and level of quality that will satisfy the County's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
2. To be considered for use, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
  - a. Meet the salient physical, functional, or performance characteristic of the specified material, article, or piece of equipment;
  - b. Clearly identify the item by-
    - (i) Brand name, if any; and
    - (ii) Make or model number;
  - c. Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Administrative Agent; and
3. Contractor shall clearly describe any modifications the Contractor plans to make in a product to make it conform to the Work Assignment requirements. Mark any descriptive material to clearly show the modifications. The Administrative Agent will evaluate "equal" products on the basis of information furnished by the Contractor or identified in the offer and reasonably available to the Administrative Agent. The Administrative Agent is not responsible for locating or obtaining any information not identified in the offer.
4. Unless the Contractor clearly indicates in its offer that the product being offered is an "equal" product, the Contractor shall provide the brand name product referenced in the Contract Documents.

### B. Substitute Items:

- 1) If, in the County's sole discretion, an item of material or equipment proposed by the Contractor does not qualify as an "or equal" item, it may be considered a proposed substitute item, or it may be rejected entirely.
- 2) The Contractor shall submit sufficient information, as provided below, to allow the County to determine that the item proposed is essentially equivalent and an acceptable substitute to that named in the Contract Documents. Requests for review of proposed substitute items will not be accepted by the County from anyone other than the Contractor.
- 3) The requirements for review by the County will be as set forth below, as may be supplemented elsewhere in the Contract Documents, and as the County may decide is appropriate under the circumstances.

- 4) A substitute will not be considered by the County unless there is an associated reduction in cost for its use or other benefit to the County.
- 5) The Contractor shall make written application to the County for review of a proposed substitute item that the Contractor seeks to furnish or use. The application shall include the following:
  - a. The Contractor shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design; be similar in substance to that specified; and be suited to the same use as that specified.
  - b. The Contractor will state the extent, if any, to which the use of the proposed substitute item will prejudice the Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract and/or Work Assignment provisions (or in the provisions of any other County contract for other work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. The Contractor will identify all variations of the proposed substitute item from that specified; provide information on available engineering, sales, maintenance, repair, and replacement services; and shall contain an itemized estimate of all credits that will result directly or indirectly from use of such substitute item.
- 6) Special Warranty: The County may require the Contractor to furnish at the Contractor's expense a special performance warranty with respect to any substitute accepted by the County.

C. Cost Reimbursement: The County will record costs of evaluating a substitute item proposed or submitted by the Contractor. Whether or not the County approves a proposed substitute item, the Contractor shall reimburse the County for the charges of evaluating each such proposed substitute. The Contractor shall also reimburse the County for the charges for making changes in the Contract or Work Assignment (or in the provisions of any other County contract) resulting from the acceptance of each proposed substitute.

D. Contractor's Expense: The Contractor shall provide all data in support of any proposed "or equal" or substitute at the Contractor's expense and shall have no claim for additional cost or time should the item be rejected.

E. The County's approval or rejection of any "or equal" or substitute item submitted by the Contractor is final.

8.10 COOPERATION: The County shall endeavor to cooperate with the Contractor to achieve successful completion of the Work. The County will promptly respond to requests for information and Construction and/or Work Assignment interpretations; and will make all reasonable efforts to work with the Contractor to resolve any Claims or disputes.

8.11 AVAILABILITY OF LANDS FOR WORK:

- A. The County represents that it owns the lands or is permitted to perform work on and over the land upon which the Work is to be constructed. Upon request by the Contractor, the County shall furnish copies of available land surveys of the Jobsite, if available. Permanent easements for permanent structures or utilities, and temporary easements shall be secured and paid for by the County.
- B. The County shall notify the Contractor of any encumbrances or restrictions of which the County is aware that are specifically related to use of the Jobsite with which the Contractor must comply in performing the Work, including any permit conditions required under any federal, state, and local permit obtained by the County for the Work.
- C. The Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials and equipment, together with right of access to the same.

8.12 SURVEY/PROJECT CONTROLS:

- A. The County may provide Construction Plans/Drawings based on surveys establishing both horizontal and vertical reference points, which in the County's judgment are necessary to enable the Contractor to layout the Work.
- B. The Contractor shall be responsible for laying out the Work based on the reference points provided, shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work, and shall make no changes or relocations without the prior written approval of the County.

## **9.0 WORK BY OTHERS**

### **9.1 CONSTRUCTION BY THE COUNTY OR BY OTHER CONTRACTORS:**

- A. The County reserves the right to perform construction or operations related to the Project with the County's own forces, or under contracts with other County contractors. The Contractor shall have no claims for delay or additional cost involved due to such actions by the County.
- B. The County shall be responsible for and provide coordination of the activities of the County's own forces and other contractors with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other contractors and the County in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after joint review and mutual agreement. This construction schedule shall then constitute the schedules to be used by the Contractor, the County's own work force, and separate contractors unless subsequently revised.
- C. Work in the Project area may also be performed by utility owners repairing or relocating their existing facilities or constructing new facilities. The Contractor shall coordinate its Work with that of these utility owners and cooperate with them fully.
- D. The County will endeavor to provide sufficient Notice to the Contractor prior to the start of any such work by others.
- E. The Contractor shall afford each other County contractor, each utility owner, and the County's forces, proper and safe access to the Jobsite, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs.
- F. If the proper execution or results of any part of the Contractor's Work depends upon work performed by others, the Contractor shall inspect such other work and promptly report to the County in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies that may be later discovered in such other work.

## **10.0 COST OF THE WORK**

### **10.1 LUMP SUM WORK:**

- A. Where the Contract or Work Assignment provide that all or part of the Work is to be lump sum Work, the Work Assignment price will be deemed to include an amount equal to the sum of all the items appearing in the Unit Price Schedule as "Lump Sum."
- B. At the pre-construction conference, the Contractor will be required to submit a Schedule of Values which breaks down the lump sum items into smaller components, as approved by the County, and includes the cost of each component. The Schedule of Values, which requires approval by the County, will be used to review and approve the Contractor's progress payments based on the approved Work performed in the previous month on each component of the lump sum item.
- C. Each lump sum item will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each such

item in the Unit Price Schedule, including all overhead, profit, and direct and indirect expenses for each such identified item.

#### 10.2 UNIT PRICE WORK:

- A. Where the Contract or Work Assignment provide that all or part of the Work is to be unit price work, initially, the Work Assignment price will be deemed to include an amount equal to the sum of all the unit prices bid for each separately identified item times the estimated quantity of each item as indicated in the Unit Price Schedule.
- B. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids. Determinations of the actual quantities and classifications of unit price work performed by the Contractor will be made by the County, and based on the approved actual quantities installed in the Work Assignment.
- C. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each item in the Unit Price Schedule, including all overhead, profit, and direct and indirect expenses for each separately identified item.
- D. The Contractor shall not be allowed an adjustment in the Work Assignment price if the quantity of any item of unit price work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Unit Price Schedule.
- E. Final payment will be issued as approved by the County, to reflect actual amounts due the Contractor for approved Work covered by unit prices, and the final Work Assignment price shall be correspondingly adjusted.

#### 10.3 ALLOWANCES:

- A. It is understood that the Contractor has included in the Work Assignment price all allowances shown in the Unit Price Schedule and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to the County.
- B. The allowances, if any, indicated in the Unit Price Schedule and as defined in the Contract Documents, include the cost to the Contractor of materials and equipment required by the allowances to be delivered to the Jobsite, all applicable taxes, and the Contractor's costs for unloading and handling at the Jobsite. It is also agreed that all labor, equipment and installation costs, as well as overhead, profit, and other expenses contemplated for the Work have been included in the Work Assignment price, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Final payment will be issued, as approved by the County, to reflect actual amounts due the Contractor on account of Work covered by allowances, and the final Work Assignment price shall be correspondingly adjusted.

### **11.0 CHANGES, DELAYS, AND TIME EXTENSIONS**

#### 11.1 CHANGES IN THE WORK:

##### A. Authorized Changes in The Work:

- 1) Without invalidating the Contract or Work Assignment and without notice to any surety, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work by issuance of a Contract Modification. Upon receipt, the Contractor shall sign the Contract Modification and proceed with the Work involved, which will be performed under the applicable conditions of the Contract.
- 2) If the Contractor is unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Work Assignment price or Work Assignment time, or both, that is allowed by the Contract Modification, a Claim may be made as provided in Article 12.0 of these General Conditions.

##### B. Unauthorized Changes in The Work:

- 1) The Contractor shall not make any changes or substitutions in the Work without the express written consent of the County, and only after evaluation by the County in accordance with the Contract Documents.
  - 2) The Contractor shall not be entitled to an increase in the Work Assignment price or an extension of the Work Assignment time with respect to any work performed that is not required by the Contract or Work Assignment as amended, modified, or supplemented by an executed Contract Modification, except in the case of an emergency, as determined by the County.
- C. Minor Variations To The Work: The County may authorize minor variations in the Work from the requirements of the Contract or Work Assignment which do not involve an adjustment in the Work Assignment price or the Work Assignment time and are compatible with the design concept of the completed Work as a functioning whole as indicated by the Contract and Work Assignment. These minor variations shall be accomplished by the Contractor, who shall perform the Work involved promptly.

**11.2 INTERIM FIELD CHANGE AGREEMENT/CONTRACT AMENDMENT/WORK ASSIGNMENT AMENDMENT:**

- A. A Contract Modification will either be an Interim Field Change Agreement (IFCA), Work Assignment Amendment or a Contract Amendment, depending on whether the Work Assignment price stipulated in the Contract will be exceeded or not.
  - 1) An IFCA will be issued for changes within the general scope of the Work that will not exceed the Work Assignment price. Once the IFCA is signed by the County and the Contractor, the Contractor shall promptly proceed with the Work involved.
  - 2) A Work Assignment Amendment will be issued for changes in the scope of the Work or any change that will increase the Work Assignment price. The County, with the Contractor's input, will determine the extent of adjustment to the Work Assignment price and the Work Assignment time and will prepare the Work Assignment Amendment. The Work Assignment Amendment shall be signed by the Contractor and the County.
  - 3) A Contract Amendment will be issued for changes to the Contract not involving an individual Work Assignment. The Contract Amendment shall be signed by the Contractor and the County.
- B. The IFCA/Work Assignment Amendment will include a detailed description of the Work covered under the Contract Modification, and any adjustments in the Work Assignment price or the Work Assignment time, or both which are agreed to by the parties. The IFCA/Work Assignment Amendment may also include supporting data detailing the costs associated with the change in the Work.
- C. Except in an emergency, as determined by the County, no changes in the Work shall be performed by the Contractor unless a properly executed IFCA or Work Assignment Amendment is received by the Contractor.

**11.3 CHANGE IN WORK ASSIGNMENT PRICE:**

- A. The County, without invalidating the Work Assignment, may order extra work or make changes by altering, adding to, or deducting from the Work; the Work Assignment price being adjusted accordingly. All such work shall be performed in accordance with the Contract.
  - 1) At any time, the County may request a quotation from the Contractor for a proposed change in the Work. Within ten days following the receipt of such a request, the Contractor shall prepare and submit a written and sufficiently detailed proposal for the estimated cost increase of the proposed change. The County shall review the proposal within five days, and shall:
    - a) accept the proposal in total, or portions thereof;
    - b) negotiate the scope and cost of the proposal; or
    - c) reject the proposal in its entirety.
  - 2) The proposal shall include any request for a change in Work Assignment time resulting

- from the proposed change in the Work. Any time extension requests shall also be subject to negotiations.
- 3) Itemized estimates shall be in sufficient detail for the County's review, including all material, labor, equipment, subcontracted work, and overhead costs and fees, and shall cover all work involved in the change, whether such work involves additions to, or deletions from the original Work Assignment scope and price.
  - 4) Any changes in the Work Assignment price or Work Assignment time shall be formalized in a Work Assignment Modification.
  - 5) Notwithstanding the request for quotation, the Contractor shall continue to carry on the Work and maintain the Project Schedule. Delays in the submittal of the written and detailed proposal will not be considered as basis for a time extension.
- B. For any such changes in the Work, a Contract Modification shall be prepared and authorized as above described.
- C. The value of any such changes in the Work, whether by additions or deletions in the original scope of the Work, shall be determined in one or more of the following ways:
- 1) By established Contract unit price.
  - 2) By an agreed upon unit price if the item of Work is not included in the Unit Price Schedule.
  - 3) By an agreed upon lump sum price.
  - 4) By the Cost-Plus method described below.
- D. Cost-Plus: In the event that unit prices are not available, or a lump sum price cannot be agreed upon, then the value of the change in the Work shall be determined by the following cost items during their time of use in completing the change in the Work:
- 1) Labor costs, including foremen, but excluding superintendent and overhead and profit.
  - 2) Materials entering permanently into the Work, excluding overhead and profit.
  - 3) Construction plant and equipment (owned or rented) during time of use on extra work, as provided in Labor and Equipment Rate Schedule costs.
  - 4) A fixed Contractor's fee in the form of a percentage applied to the above items.
- E. Labor and equipment costs under the Cost-Plus method shall be determined from the Labor and Equipment Rate Schedule provided by the Contractor at the start of Work or on or about the date of the pre-construction conference. The Labor and Equipment Rate Schedule shall exclude overhead and profit. The labor costs provided shall be a Burdened Rate.
- F. Contractor's Fee: The Contractor's total fee for overhead and profit under the Cost-Plus method shall be ten percent for the self-performed work. The Contractor's total fee for the portion of work performed by a Subcontractor can be five percent above the cost of the Subcontractor's work to the Contractor.
- G. The amount of credit to be allowed under the Cost-Plus method by the Contractor to the County for any change in the Work which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to ten percent of such net decrease.
- H. When both additions and credits are involved in any one change in the Work under the Cost-Plus method, the adjustment in the Contractor's fee shall be computed based on the net change in the costs.
- I. The value of the changes in the Work shall be determined at the time that the IFCA or Work Assignment Amendment is authorized and agreed upon. No change in the Work shall proceed until a fully executed IFCA or Work Assignment Amendment is received by the Contractor.

#### 11.4 CHANGE IN WORK ASSIGNMENT TIME:

- A. Time extensions for changes in the Work or allowable delays will depend upon the extent, if any, by which the changes or delays require additional time for the completion of the

critical path elements of the Work as shown on the most current Project Schedule. The IFCA/Work Assignment Amendment granting the time extension may provide that the Work Assignment time be extended only for those specific elements so delayed. The remaining Work Assignment completion dates for all other portions of the Work will not be altered. Approved time extensions will provide for an adjustment of Work Assignment time under the resulting revised Project Schedule.

- B. The Work Assignment time may only be changed by an IFCA or a Work Assignment Amendment. Should the Modification extend the original Work Assignment milestones and those dates fall on a weekend or County observed Holiday, the milestone shall be moved to the next County business day as outlined in Article 4.3.
- C. If the Contractor does not agree with the Work Assignment time adjustment approved by the County, the Contractor may make a written Claim, provided the Claim is timely and submitted in accordance with the provisions of Article 12.6.

#### 11.5 DELAYS AND TIME EXTENSIONS:

- A. No Damages for Delays:
  - 1) No claim for damages or any claim other than for an extension of Work Assignment time shall be made or asserted against the County by reason of any delays caused by the County or others.
  - 2) The Contractor shall not be entitled to an increase in the Contract and/or Work Assignment price or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to cost of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause.
  - 3) This provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to bad faith or willful, malicious, or grossly negligent conduct on the part of the County or its agents.
- B. Delay Claims: No extension of Work Assignment time shall be granted by the County unless a timely Claim is made by the Contractor in writing to the County within seven days of the event or incident causing the delay. The Contractor shall demonstrate in its Claim the impact on the critical path of the Project Schedule to justify the extension of time requested. Any identified float is not time for the exclusive use or benefit of either the County or the Contractor. Extensions of time for performance may be granted by the County only to the extent that equitable time adjustments for the activity or activities affected exceed the total float. Such justification must be submitted, in writing, within fifteen days of the Claim. If the Contractor can or could have moved to another part of the Work without affecting the Project Schedule's critical path, a time extension will not be granted by the County.
  - 1) Delays by the County: If the Contractor should be delayed at any time in the progress of the Work by any act or omission of the County or its agents or employees, or by any other contractor employed by the County, or by utility owners, or by changes ordered in the Work, or by fire, unusual delay in transportation, unavoidable casualties or by delay authorized by the County pending mediation, or by any cause which the County determines justifies the delay, then the time of completion may be reasonably extended by the County.
  - 2) Utility Conflicts: The Contractor may be granted an extension of time for delays caused by utility conflicts discovered during the prosecution of the Work, provided a timely Claim is submitted, and the Contractor was unaware of such potential conflict. If, however, the potential conflict was shown on the Construction Plans/Drawings and the Contractor failed to uncover the potential conflict ahead of the Work, the Claim for additional time will not be granted.
  - 3) Rain Delays: Reasonable extensions of time, as determined by the County, will be granted to the Contractor for time lost due to rainfall over and above the norm for the County, based on Sarasota County historical rainfall averages. The information provided by the Contractor will be based on the information available on the Sarasota

Water Atlas website: <http://www.sarasota.wateratlas.usf.edu/rainfall/>. The Contractor will use the Pixel choice in the Geography of Interest pull-down menu and obtain the data that corresponds to the project location. If the Contractor can show that the rain caused additional delays at the Jobsite beyond the actual rain events, additional time extensions may be granted.

- 4) Force Majeure: The Contractor will be granted a reasonable time extension for a Force Majeure occurrence which is an unexpected event that crucially affects the Contractor's ability to perform the Work, and includes forces of nature (Act of God), such as natural fires, floods, hurricanes, tornados, epidemics; or an event beyond the Contractor's control, such as major workers strikes, government shut down; or other major catastrophic events. Except as otherwise expressly provided herein, neither party shall be liable for any delay due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, including courts and regulatory agencies, acts of God, war, riot or insurrection, inability to obtain required construction permits, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. This shall constitute the sole remedy to either party in the event of such delays.
- 5) Time Extension Only: Should the Contractor be delayed in the commencement, prosecution or completion of the Work by the act, omission or default of the County, or anyone employed by them on the Project, or utility owners or other contractors, or the results of differing subsurface or physical conditions, or the discovery of hazardous environmental conditions, then the Contractor may submit a Claim for an adjustment of Work Assignment time if justified and as approved by the County, and there shall be no damages for delays.
- 6) Contractor Delays: The Contractor shall not be entitled to an adjustment Work Assignment price or Work Assignment time for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of the Contractor.
- 7) Delay of Other Projects: The County shall not be liable to the Contractor for any claims, costs, losses, or damages, including reasonable attorney's fees and court costs sustained by the Contractor on or in connection with any other project or anticipated project resulting from delays of any kind.

- 11.6 NOTICE TO SURETY: When required, it is the Contractor's responsibility to provide notice to its Surety of any changes affecting the general scope of the Work or change in the Work Assignment price or Work Assignment time, and to ensure that the amount of the applicable Performance and Payment Bond be adjusted accordingly.

- A. IFCA: The Contractor shall furnish proof of notice to Surety of an adjustment to the Work Assignment time by providing the County with a copy of a letter confirmation from the Surety within fifteen days following the issuance of the IFCA affecting the change.
- B. Work Assignment Amendment: The Contractor shall furnish, with the executed Work Assignment Amendment, a performance and payment bond rider, or similar instrument approved by the County, signed by an authorized Surety representative, in the amount of any addition to the Work Assignment price affected by the Work Assignment Amendment.

## **12.0 CLAIMS AND DAMAGES**

### **12.1 TIME OF CLAIM:**

- A. No claim of the Contractor shall be allowed by the County unless:
  - 1) The Contractor has given Notice to the County within seven days of the incident arising to the Claim.
  - 2) Within fifteen days after the Contractor has given Notice, the Contractor shall submit to the County a detailed Claim setting forth the Contractor's justification for

adjustments in Work Assignment price, Work Assignment time, or both, or other matters in dispute or question, in accordance with the Contract.

B. No Claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment has been made under the Work Assignment.

**12.2 VALUE OF CLAIM:**

- A. The value of a Claim will be limited to only those additional or incremental costs required because of any change in the Work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work.
- B. The procedure for determining the value of the Claim shall be as set forth in Article 11 – Changes, Delays, and Time Extensions.

**12.3 CLAIM PROCESS:**

- A. The responsibility to substantiate a Claim shall rest with the Contractor.
- B. Each Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of the event or events giving rise to the Claim.
- C. The Contractor will provide a narrative of the basis of the Claim, including all details and supporting documentation relating to the Claim. The Contractor shall establish and maintain records of all such details and documentation in accordance with generally accepted accounting practices and submit this information, along with any associated itemized cost breakdown and/or time adjustment calculations, in a form acceptable to the County.

**12.4 CLAIMS FOR PRICE AND TIME ADJUSTMENT:**

- A. A Claim for an adjustment in Work Assignment price shall be prepared in accordance with the provisions of Article 11.3, above.
- B. A Claim for an adjustment in Work Assignment time shall be prepared in accordance with the provisions of Article 11.4, above.

**12.5 CONTINUATION OF THE WORK:** The Contractor shall carry on the Work and adhere to the Project Schedule during all disputes, claims, or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes, claims, or disagreements, except in the case where the Work is stopped by the County in accordance with the Contract, or as the County and the Contractor may otherwise mutually agree in writing.

**12.6 COUNTY'S ACTION:**

- A. The County will review each Claim and, within fifteen days after receipt of the last submittal of the Contractor, take one of the following actions in writing:
  - 1) Deny the Claim in whole or in part setting forth the reasons for the decision.
  - 2) Suggest a compromise between the parties.
  - 3) Recommend approval of the Claim and prepare an IFCA or Contract Amendment adjusting the Work Assignment price or Work Assignment time, for execution by both parties.
  - 4) In the event that the County does not take action on a Claim within said fifteen days, the Claim shall be deemed denied.
- B. The County's written action or inaction will be final and binding upon the Contractor, unless the Contractor invokes the dispute resolution procedure set forth in the Contract within thirty days of such action, inaction, or denial.

**13.0 PAYMENTS TO CONTRACTOR AND COMPLETION**

**13.1 GENERAL:**

- A. On or about the day of the month agreed to at the Work Assignment pre-construction conference, but not more often than once a month, the Contractor may submit for the

County's review, a payment application covering the Work completed the previous month. The progress payment application shall be submitted on the form prescribed and approved by the County.

- B. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application For Payment, whether incorporated in the Work or not, will pass to the County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

**13.2 SUPPORTING DOCUMENTATION:**

- A. As-Builts: The Contractor shall maintain a set of as-built drawings and/or videos/photos at the Jobsite. At the time payment application is made, the County shall review the as-built drawings and/or videos/photos to ensure they are current, accurate, and reflect all changes in the Work as of the date of the application. The County may withhold payment if the as-built drawings and/or videos/photos have not been maintained by the Contractor in accordance with the Contract Documents.
- B. Schedule of Values: The Contractor shall submit the approved Schedule of Values with each progress payment application, indicating the amount of the Work completed for the previous month on the various components of the lump sum bid items. The County will review the Schedule of Values for accuracy, and, if in agreement, shall approve payment.
- C. Project Schedule: With each payment application, the Contractor shall submit an updated Project Schedule using County-approved scheduling software. The County may withhold payment if the Contractor fails to submit an updated and approved Project Schedule. Should the schedule show that the Contractor is lagging the initial (baseline) schedule approved at the start of construction, the County may withhold additional sums as allowed by law.
- D. Release of Liens: Beginning with the second Application For Payment, the Contractor shall furnish an affidavit stating that all laborers, material and equipment suppliers, and Subcontractors have been paid for the Work covered by all previous months' applications for payment and shall obtain a partial or complete Release of Lien, as may be necessary, properly executed by all laborers, material and equipment suppliers, and Subcontractors sufficient to secure the County from any claims whatsoever arising out of the Work.
- E. Monthly Status Reports: With each payment application, the Contractor shall submit an updated monthly status report for review and approval by the County. The report shall describe specific progress over the past month; expected work to be accomplished over the coming month; and specify any potential problems that may interfere with the proposed work schedule. The County may withhold payment if the Contractor fails to submit an updated and approved monthly status report.

- 13.3 PROGRESS PAYMENTS:** Progress payments will be made once a month as the Work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the County, of the value of the Work performed and materials delivered. Any payment application not approved by the County shall be promptly returned to the Contractor for correction and re-submittal. The payment applications shall be submitted with all required documentation specified in the Contract Documents. Payment applications shall be prepared by the Contractor and submitted to: Sarasota County Capital Projects, 1001 Sarasota Center Boulevard, Sarasota, FL 34240, through the County's web-based project management information system software. Should the web-based program be off-line for any length of time, the payment application may be mailed, or hand delivered to: Sarasota County Capital Projects, 1001 Sarasota Center Boulevard, Sarasota, FL 34240 Attn: Project Manager, as identified in the Work Assignment. The Contractor shall contact the County to coordinate access to the website and training on the use of the County's project management information system software.

- 13.4 PAYMENT FOR STORED MATERIALS:** If approved by the County, progress payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided the materials are identified in the Unit Price Schedule, sufficiently covered from loss by appropriate property insurance, and meet the requirements of the Construction Plans/Drawings and Technical Specifications when delivered to the Jobsite or stored in an

acceptable storage location off-site. The Contractor shall submit a "Stored Materials Affidavit" on the form prescribed, for materials for which payment is sought. In any event, progress payments for materials on hand shall not exceed the price of the item bid and shall not be made without a materials invoice marked "PAID" and acceptable to the County.

13.5 **RETAINAGE:** From the total of the amounts ascertained as payable, an amount of 10% will be deducted and retained by the County until 50% of the Work Assignment amount has been paid, at which time retainage held will be reduced to 5% with the amount above 5% paid to Contractor. An amount of 5% will be retained from each subsequent progress payment. The balance, less all previous payments, shall be certified by the Contractor and approved by the County for payment. The County will not accept securities, certificates of deposit or letters of credit as replacement for retainage. Notwithstanding the foregoing, the County may continue to withhold retainage in accordance with Florida law in the event of claims or good faith disputes.

13.6 **COUNTY MAY WITHHOLD PAYMENTS:** The County may reduce or withhold payments in the amounts and to such extent as may be necessary to protect itself from loss for which the Contractor is responsible, including:

- 1) Defective Work not remedied.
- 2) Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the County is provided by the Contractor.
- 3) Failure of the Contractor to make payments to Subcontractors or material or equipment suppliers.
- 4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Work Assignment price.
- 5) Damage to the County or other County contractor.
- 6) Reasonable evidence that the Work will not be completed within the Work Assignment time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
- 7) Repeated failure to carry out the Work in accordance with the Contract and/or Work Assignment.

13.7 **LIQUIDATED DAMAGES:**

- A. For each day any work remains uncompleted after the Work Assignment time specified, the sum of money per day specified as liquidated damages in the Work Assignment will be deducted from any money due the Contractor. The Contractor will not pay liquidated damages for days in which an extension of time was granted pursuant to an approved IFCA or Contract Amendment. Allowing the Contractor to finish any of the Work after the Work Assignment time, including time extensions, does not waive the County's rights under the Contract.
- B. Should the Contractor fail to complete the Work within the specified Work Assignment time, it is agreed that for each day of overrun until Final Acceptance, all costs of construction supervision and inspection furnished by the County shall be at the cost of the Contractor and/or its Surety. Such costs will be deducted from monies due the Contractor at final payment. The amount of such expenses shall be construed to be in addition to other damages that might be assessed by the County.

13.8 **SUBSTANTIAL COMPLETION:**

- A. When the Contractor considers the entire Work, or a portion thereof, as stated in Article 6.8, ready for its intended use, the Contractor shall notify the County in writing that the Work is substantially complete. Promptly after the Contractor's notification, the County and the Contractor, shall together conduct an inspection of the Work to determine the status of completion.
- B. The Work will be considered substantially complete when each of the following portions of the Work is completed to the satisfaction of the County:
  - 1) All components of the Work have been installed, tested, approved and certified to be placed into operation.

- 2) Final as-builts have been provided and approved in accordance with the Contract Documents.
- 3) Contractor provides a draft of the deficiency list of items to complete the Work.
- 4) All training and instructions have been provided to the designated County representative(s) in accordance with the Contract Documents.
- 5) Operation and maintenance manuals submitted and accepted.
- 6) 90% of all private property has been restored.
- 7) 90% of all restoration in the right of way has been completed.
- C. Following the Substantial Completion inspection, a deficiency list of items to complete the Work (deficiency list) shall be agreed on by the Contractor and County.
- D. Should the County discover major Work items left uncompleted, or defective Work requiring correction or removal and replacement, the County shall discontinue the inspection, notify the Contractor of the deficiencies observed, and advise the Contractor to re-schedule the Substantial Completion inspection and of potential additional costs, which may be incurred.
- E. If uncompleted or defective Work is discovered during the initial inspection, the Contractor shall promptly complete the Work, and if required, remove from the Jobsite all materials and Work rejected by the County as failing to conform to the Contract and/or Work Assignment, whether incorporated into the Work or not. The Contractor shall promptly replace the defective Work in accordance with the Contract and/or Work Assignment without expense to the County, including bearing the costs of making good all work by others damaged or destroyed by the Contractor's removal and replacement of such defective Work.
- F. If the County considers the Work substantially complete with only minor corrections, adjustments, and clean-up items remaining, the County will prepare, sign, and date the Certificate of Substantial Completion, which shall fix the date of Substantial Completion. The County shall include the deficiency list of items to be completed or corrected for Final Acceptance of the Project and attach the list to the Certificate of Substantial Completion. The items noted at the time of Substantial Completion should not be considered as all-inclusive of the necessary actions required by the Contractor to achieve Final Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract and Work Assignment necessary to achieve Final Acceptance. The Contractor shall likewise sign the Certificate of Substantial Completion, acknowledging receipt of the deficiency list. Contractor shall have thirty days from receipt of the deficiency list to achieve Final Acceptance.
- G. At the time of preparation of the Certificate of Substantial Completion, the County will deliver to the Contractor a written recommendation for division of responsibilities between the County and the Contractor with respect to security, operations, safety, protection of the Work, maintenance, utilities, insurance, and warranty issues for the time period prior to Final Acceptance and final payment. These recommendations, once agreed upon by the County and the Contractor, shall be incorporated into the Certificate of Substantial Completion.
- H. Substantial Completion shall be achieved within the Work Assignment time stipulated for Substantial Completion of the Work, including approved time extensions.
- I. The County shall have the right to exclude the Contractor from the Jobsite after the date of Substantial Completion subject to allowing the Contractor reasonable access to complete or correct deficiencies.

### 13.9 FINAL INSPECTION:

- A. When the Contractor has completed the Work, including any items identified on the punch list, and has provided all as-built information to the County in compliance with the Contract and Work Assignment, the Contractor shall notify the County in writing that the Work is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what is required to prepare the Work or a portion thereof for final inspection. When the County determines the Work or portion thereof is

ready for final inspection, the County and the Contractor shall perform the final inspection. Upon completion of the final inspection, the County will notify the Contractor of deficiencies reasonably observable and determined under the conditions governing and restricting the final inspection, if any. When all such deficiencies have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the Work has been completed in compliance with the Contract and Work Assignment as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The County will then, pursuant to such inspection and re-inspection(s), if required, certify as to completion of final inspection. It is understood that the certification covers only those items which can be physically inspected, and that the County's certification indicates compliance within the standards of the construction industry, as interpreted by the County.

- B. Should the final re-inspection find items not completed from the list of defects prepared as part of the final inspection, the Contractor shall be responsible for all additional construction supervision and inspection costs associated with correcting the items on the list of deficiencies. The additional costs shall include construction supervision and inspection furnished by the County required following the first re-inspection of the Work. Such costs will be deducted from monies due the Contractor at final payment.

#### 13.10 FINAL ACCEPTANCE:

- A. When the County determines that the Work has been fully completed and all supporting documents required under the Contract and Work Assignment have been submitted and approved, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish satisfactory evidence to the County that the Contractor has fully paid all claims for labor, materials, and equipment incurred in connection with the Work. The Contractor shall provide all evidence and supporting documentation required by the Contract Documents to assure the County of complete compliance with all terms of the Contract and Work Assignment. Such supporting documentation shall include extended insurance and bond coverage, as-built drawings, operations and maintenance manuals, system diagrams, warranties and guarantees and special warranties and guarantees, and other documents required under the Contract. When the County has satisfied itself as to compliance with the terms of the Contract, the County will notify the Contractor of Final Acceptance.
- B. Final Acceptance of the Work will be evidenced by the Final Acceptance Certificate signed by the County and the Contractor, which will stipulate the date of final completion of the Work Assignment and acceptance of maintenance responsibilities by the County.

#### 13.11 RELEASE OF LIENS:

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in addition thereto, in either case, an affidavit stating that so far as the Contractor has knowledge or information, the releases and receipts include all labor, material and equipment supplies, and Subcontracting services for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify the County against any lien.
- B. In the event the Contractor's Surety provides a written consent to the final payment, the above requirement shall not apply and no releases or affidavit of payment are required as a condition to final payment.
- C. If any lien remains unsatisfied after all payments are made, the Contractor or Surety shall refund to the County all money payments that the County may be compelled to pay in discharging such liens, including all costs and interest, attorney's fees, and court costs.

#### 13.12 FINAL PAYMENT:

- A. The County shall make final payment to the Contractor following a determination by the County that all contracted services have been rendered in conformity with the Contract and Work Assignment.
  - B. Waiver of Claims: Acceptance of final payment by the Contractor shall constitute a waiver of all Claims by the Contractor against the County.
- 13.13 FINAL COMPLETION DELAYED: If, through no fault of the Contractor, final completion of the Work is significantly delayed, the County, shall upon receipt of the Contractor's final Application For Payment (for Work fully completed and accepted), and without terminating the Work Assignment, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### **14.0 MANUFACTURER'S INSTRUCTIONS AND SERVICES**

- 14.1 MANUFACTURER'S INSTRUCTION, SERVICE AND PARTS MANUAL: Before final payment is made, the Contractor shall furnish to the County, two complete sets of manufacturer's instructions, and service and parts manuals on each piece of equipment furnished under the Contract. This includes descriptive literature, installation and operating instructions, maintenance requirements, lubrication requirements, parts lists, and other pertinent data. Each set shall be in a format acceptable to the County.
- 14.2 MANUFACTURER'S SUPERVISION: The Contractor shall provide the services of a qualified representative of the manufacturer as required in the Contract and/or Work Assignment, to supervise the installation, testing, adjusting and starting-up and initial operation of each item of equipment furnished under the Contract and Work Assignment. This representative shall also instruct the County's personnel on-site, at an agreed on date and time, as to the proper operation and maintenance of the equipment.

#### **15.0 WARRANTY PROVISIONS**

##### **15.1 WARRANTY PROVISIONS:**

- A. Contractor warrants that work will be performed in a good and workmanlike manner, that materials will be new and of good quality and that the work will conform to the requirements of the Contract and Work Assignment. All materials and equipment furnished by the Contractor and all Work and workmanship involved in the Contract and Work Assignment shall be free from defects due either to faulty materials or equipment or faulty workmanship, whether patent or latent. All materials, equipment and workmanship furnished, installed and performed by the Contractor shall be warranted by the Contractor to the County to meet the required Technical Specifications and applicable standards; and to accomplish the purposes and functions of the Work as specified in the Contract and Work Assignment.
- B. Call Back Warranty: In addition to all other warranties if, within one year after the date of Final Acceptance of the Work or designated portion thereof, the County determines that any of the Work is not in compliance with the Contract and Work Assignment, the Contractor shall promptly correct such non-compliant Work after receipt of Notice from the County. For any portions of the Work first completed after Substantial Completion the period for requiring Contractor to correct any non-compliant Work shall run from the date that Work was substantially completed. This obligation shall survive Final Acceptance of the Work and termination of the Contract. The County shall give such Notice promptly after discovery of the condition.

This requirement does not limit the warranty requirements provided elsewhere in this Contract.

- C. Special Warranties: Any special warranties to be provided by the Contractor shall be specified in the Technical Specifications and Work Assignment.

- D. The County shall, following discovery of a defect, promptly provide Notice to the Contractor and Surety of defective materials, equipment, or workmanship within the period of the warranty. Any part of the material, equipment, or workmanship which does not comply with the warranty shall be repaired or removed and replaced by the Contractor within ten (10) calendar days from the date of the County's Notice, at the Contractor's expense and at no cost to the County.
- E. In addition to the above repair and replacement costs, the Contractor is responsible to the County for all costs incurred with respect to all warranty items under this Contract, including all construction supervision and inspection expenses.
- F. If the Contractor does not promptly comply with the terms of the County's Notice, or in the case of an emergency where delay would cause serious risk of loss or damage, the County may, after providing Notice to the Contractor and Surety, have the defective Work corrected or repaired, or may have the defective Work removed and replaced. All claims, costs, losses, and damages, including but not limited to all fees and charges for construction management and inspection, attorneys, and other professionals, and all court costs arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others resulting therefrom, will be paid by the Contractor or Surety.
- G. Where defective Work and damage to other work resulting from such defective Work has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- H. The warranty provisions create no limitations on the County as to any claims or actions for breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor and are not intended to and shall not limit any other rights, remedies, or causes of action which the County might exercise against the Contractor, and shall not alter or modify the application of the statute of limitations, as established by Florida law.
- I. **Survival of Obligations:** All representations, indemnifications, and warranties, made in, required by, or given in accordance with the Contract and/or Work Assignment, as well as all continuing obligations stipulated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of the Contractor.

## **16.0 MISCELLANEOUS**

### **16.1 CERTIFIED CHEMICALS:**

- A. The Contractor shall only use U.S. Department of Agriculture (USDA), U.S. Environmental Protection Agency (EPA), and U.S. Food and Drug Administration (FDA) certified chemicals during the performance of all Work. All chemicals used in or furnished for the Work, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions and local, state and federal rules and regulations.
- B. The Contractor shall submit two copies of all chemical Safety Data Sheet (SDS) information forms to the County. One set of SDS information forms shall be posted at the Jobsite, at all times, and shall be available for inspection.

### **16.2 FUEL ADJUSTMENTS:** The County will not adjust the Work Assignment price to reflect increases or decreases in gasoline and diesel fuel prices from those in effect on the Effective Date of the Contract.

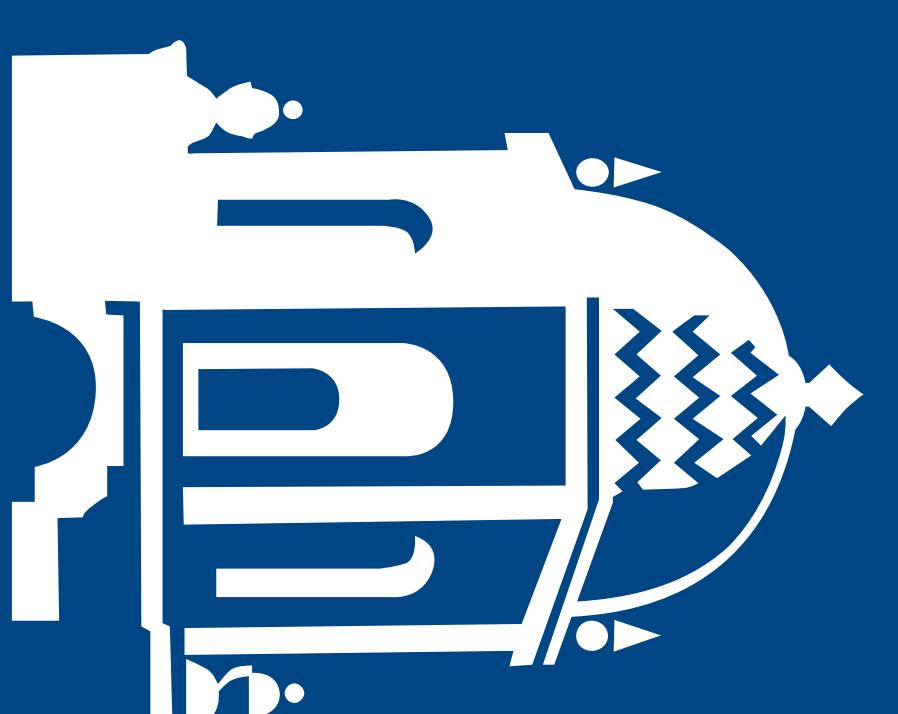
### **16.3 EQUIPMENT MAINTENANCE:** Equipment shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from any watercourse or drainage conveyance devices. Should a fuel or oil leak or hydraulic pipe rupture occur during construction, the Contractor's operators shall immediately cease

operation and remove the equipment to a safe area and take prompt action to minimize damage and safeguard the Jobsite. The Contractor shall immediately report the spill or discharge in accordance with applicable local, state or federal rules and regulations. The requirements of Chapter 376, F.S., Pollutant Discharge Prevention and Removal, will also be followed. In addition, the County shall immediately be notified.

- 16.4 SPILL PREVENTION/CONTAINMENT: An OSHA-approved spill containment kit must be kept at the Jobsite and staging area(s) and shall be sized for the maximum potential spill/leak volume associated with the largest single equipment unit at the Jobsite. It is the Contractor's responsibility to provide and maintain the required spill containment equipment.
- 16.5 DISPOSAL OF POLLUTANTS: The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, and greases produced as a by-product of the Work. Washing, fueling or servicing of equipment will not be permitted where spillage or wash water can enter any watercourse or drainage conveyance device. Removal and disposal of all pollutants shall be in strict accordance with all local, state and federal rules and regulations.

#### END OF GENERAL CONDITIONS

# Sarasota County



## **Name of Project**

## **Name of Project**

**Engineer:** Engineer's Name Here

**Contractor:** Contractor's Name Here

**Construction Cost:** \$0,000,000.00

**Primary Funding Source(s):** Funding Source Name, Funding Source Name,

Project name  
260pt/260  
Flush left  
Arial Narrow Bold

Blue = pms 288c, cmyk: 100/67/0/23  
Green = pms 355c, cmyk: 94/0/100/0

Overall size: 60" x 36"  
top color blue bar: 60" x 9"  
top green band: 60" x .5"  
Blue bar  
60" x 6"  
Green bar  
60" x .75

90pt/120  
Flush left  
Arial Bold  
200pt  
Flush left  
Arial Bold

100pt  
Flush left  
Arial Bold

Blue bar  
60" x 6"  
Green bar  
60" x .75

# **Construction from Season 20?? to Season 20??**

A Sarasota County Commission Project