

**TERM CONTRACT FOR PAVEMENT MANAGEMENT SERVICES  
(IFB-604900-24/LNF)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **HALIFAX PAVING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 870 Hull Road, Ormond Beach, FL 32174, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide pavement management services; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically

enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.



(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Public Works Engineering  
100 E. 1<sup>st</sup> Street  
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.




**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.**  CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.



(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.


(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the  insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.



(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different

insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.



(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.



(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 225.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND  
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Public Works Engineering  
100 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771



**For CONTRACTOR:**

Halifax Paving Inc.  
870 Hull Road  
Ormond Beach, FL 32174

**Section 30. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

**Section 34. Anti-Human Trafficking Affidavit.** In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

**HALIFAX PAVING, INC.**

\_\_\_\_\_  
, Secretary  
  
(CORPORATE SEAL)

By: \_\_\_\_\_  
THOMAS DURRANCE, President

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA



\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
GLADYS MARROZOS,  
Procurement Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_, regular meeting.

11/08/2024

T:\Users\alanius\Purchasing\10918\IFB-604900-24\_LNF - Term Contract for Pavement Management Services.docx

**Attachments:**

**Exhibit A - Scope of Services**

**Exhibit B - Sample Purchase Order**

**Exhibit C - Contract Pricing**

**Exhibit D - Insurance Requirements**

**Exhibit E - Affidavit of E-Verify Requirements Compliance**

**Exhibit F - Foreign Country of Concern Attestation**

**Exhibit G- Anti-Human Trafficking Affidavit**



## Scope of Services

**Seminole County Specification Hierarchy:** All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction:

<https://www.seminolecountyfl.gov/core/fileparse.php/3192/urlt/00800road-10-15-20-2.pdf>

In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

### **PAY ITEM NOTES**

#### **GROUP I – Asphaltic Concrete**

##### **Superpave Asphaltic Concrete**

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

##### **Asphalt Concrete Friction Course**

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

##### **Miscellaneous Asphalt Pavement**

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

### **Notes:**

104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt and included in one of the items listed above.

Prior to beginning any paving or milling activities, the Contractor is required to give 24-hour notice to the Engineer/CCEI.

Asphalt Concrete and Friction Course In-Place unit bid price is to be based upon the total tonnage of all pay individual pay items in Group I combined.

## **GROUP II – Sand and Seal**

### **Prime and Tack Coats for Base Courses**

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

### **Asphalt Membrane Interlayer**

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

## **GROUP III – Milling Existing Asphalt**

### **Milling Existing Asphalt Pavement (Contractor)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

### **Milling Existing Asphalt Pavement (Yankee Lake)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

### **Milling Existing Asphalt Pavement (Oviedo Yard)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

### **Milling Existing Asphalt Pavement (5 Points Yard)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

### **Milling Existing Asphalt Pavement (Relocate)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

### **Note:**

Prior to beginning any paving or milling activities, the Contractor is required to give 24-hour notice to the Engineer/CCEI.

## **GROUP IV**

### **Temporary Retroreflective Pavement Markers (RPM)**

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each.

## **Temporary Pavement Markings**

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

- Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
- Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

## **GROUP V – Miscellaneous Items**

### **Liquidated Damages (LD)**

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project Punch list NOT completed within 30 days of completion of the project will be subject to LD's.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and non-designated County holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rain or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis.

Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) \$1000.00** for each day for minor streets/roads.

Payment for LD is set at a rate of **(-) \$1500.00** for each day for major roads.

Payment for LD is set at a rate of **(-) \$1000.00** for each day beyond the 30-day time frame for completion of the Punch List. The 30-day time frame will start the day after the completion of the milling and re-surfacing.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise, it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day

Item No. 5-3 Liquidated Damages LD (For non-compliance of the 30-day time frame for completion of Punch List) – per day

### **Mobilization Charge**

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101)**.

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

### **Maintenance of Traffic (MOT)**

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

### **Traffic Control Officer**

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

### **Portable Changeable Message Sign (PCMS)**

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

### **Rework Existing Asphalt Pavement**

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

### **Manhole and Water Valve Ring Adjustment**

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-6A Manhole Ring Adjustment - each.

### **Asphaltic Concrete Curb**

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

### **Speed Cushion**

The price of this item is for the installation of asphalt speed cushion. **(Section 526 Supplemental Specifications).**

Basis of payment shall be under:

Item No. 526-1 Asphaltic Speed Cushion – each.

## **GROUP VI**

### **FOB – Items**

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

- Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.
- Item No. 6-2 SP- 9.5 Asphaltic Concrete, Traffic C – per ton.
- Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.
- Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.
- Item No. 6-5 Asphalt Milling Material – per ton.
- Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

## **GROUP VII**

### **Regular Excavation**

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

- Items No. 120-1 Regular Excavation - per cubic yard.

### **Embankment**

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

- Item No. 120-6 Embankment- per cubic yard.

### **Flowable Fill**

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

- Item No. 121-70 Flowable Fill – per cubic yard.

### **Type-B Stabilization**

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12” Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

- Item No. 160-4 12” Type-B Stabilization LBR 40 – per square yard.

### **Base**

The price for the road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6” Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

**Performance Turf, Sod**

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

**Shoulder Rework**

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

**NOTES:**

Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.



**SUPPLEMENTAL SPECIFICATIONS**  
**FOR**  
**PAVEMENT MANAGEMENT PROGRAM**  
**SEMINOLE COUNTY FLORIDA**  
**IFB-604900-24/LNF**

Prepared by:

Seminole County Public Works  
Engineering Division

**SUPPLEMENTAL SPECIFICATIONS**

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**102 MAINTENANCE OF TRAFFIC  
(FDOT 2019)**

SUBARTICLE 102-11.2 (Page 122) is deleted and the following substituted:

**102-11.2 Traffic Control Officers:** The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (2 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

SUBARTICLE 102-13.24 (Page 128) is deleted and the following substituted:

**102-13.24 Payment Items:** Payment will be made under:

Item No. 102-1	Maintenance of Traffic – lump sum.
Item No. 102-14	Traffic Control Officer – per hour.
Item No. 102-78	Temporary Retroreflective Pavement Markers – each.
Item No. 102-99	Portable Changeable Message Sign – per each per day.
Item No. 102-913	Removable Tape- per foot.
Item No. 710-11-	Temporary Pavement Marking – Paint.

**END OF SECTION 102**

**104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION (FDOT 2019)**

ARTICLE 104-10 (Page136-137) is deleted and the following substituted:

**104-10 Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section, including construction and routine maintenance of temporary erosion control features.

Any additional costs resulting from compliance with the requirements of this Section, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the top lift of asphalt items.

A separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items.

Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the County's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress estimate.

Payment will be made with payment for the top lift of asphalt, including one of the following:

- Item No. 334-1- Superpave Asphaltic Concrete – per ton.
- Item No. 337-7- Asphalt Concrete Friction Course - per ton.
- Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

**END OF SECTION 104**

**107 LITTER REMOVAL AND MOWING  
(FDOT 2019)**

ARTICLE 107-4 (Page 155) is deleted and the following substituted:

**107-4 Basis of Payment.**

For litter removal, price and payment will be full compensation for all work specified in this section.

For mowing, price and payment will be full compensation for all work specified in this section.

Payment will be made with payment for the top lift of asphalt, including one of the following:

- Item No. 334-1- Superpave Asphaltic Concrete – per ton.
- Item No. 337-7- Asphalt Concrete Friction Course – per ton.
- Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

**END OF SECTION 107**

**110 CLEARING AND GRUBBING  
(FDOT 2019)**

SUBARTICLE 110-12.8 (Page 166) is deleted and the following substituted:

**110-12.8 Payment Items:** Payment will be made with payment for the top lift of asphalt, including one of the following:

- Item No. 334-1- Superpave Asphaltic Concrete – per ton.
- Item No. 337-7- Asphalt Concrete Friction Course - per ton.
- Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

**END OF SECTION 110**

**234 SUPERPAVE ASPHALT BASE  
(FDOT 2019)**

ARTICLE 234-10 (Page 231) is deleted and the following substituted:

**234-10 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including the applicable requirements of Section 320, 330 and 334. The bid price for the asphalt mix will include the cost of the liquid asphalt binder or the asphalt recycling agent and the tack coat application as directed in 300-8.

Payment will be made under:

Item No. 285-709-B Base Group 09 (6" Type B-12.5) – per square yard.

**(FDOT 2019)**

ARTICLE 285-9 (Page 237-238) is deleted and the following substituted:

**285-9 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement.

For Superpave asphalt base course, a pay adjustment based upon the quality of the material will be applied in accordance with 334-8.

Where the Plans include a typical cross-section which requires the construction of an asphalt base only, price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section. For typical cross-sections which permit the use of asphalt or other materials for construction of an optional base, price adjustments for bituminous material provided for in 9-2.1.2 will not apply.

Payment will be made under:

- |                    |   |
|--------------------|---|
| Item No. 285-701   | Base Group 01 (Limerock LBR 100) – per square yard. |
| Item No. 285-706   | Base Group 06 (Limerock LBR 100) – per square yard. |
| Item No. 285-709-A | Base Group 09 (Limerock LBR 100) – per square yard. |
| Item No. 285-709-B | Base Group 09 (6" Type B-12.5) – per square yard.   |

**END OF SECTION 285**

### **327 MILLING OF EXISTING ASPHALT PAVEMENT (FDOT 2019)**

ARTICLE 327-1 (Page 265) is deleted and the following is substituted:

#### **327-1 Description.**

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

When milling to improve rideability, the Plans will specify an average depth of cut.

There are 5 potential destinations of the milled material that will be defined by the pay item numbers. The potential destinations are as follows:

- A. Contractor shall take ownership of milled material.
- B. Contractor shall haul the milled material to the County's Yankee Lake facility.
- C. Contractor shall haul milled material to the County's Oviedo facility.
- D. Contractor shall haul milled material to the County's 5 Points facility.
- E. Contractor shall haul milled material to a location determined by the Engineer and within 5 miles of the project limits.

SUBARTICLE 327-3.1 (Page 265-266) is deleted and the following is substituted:

**327-3.1 General.** Remove the existing raised pavement markers (RPM's) before milling. Include the cost of removing existing RPMs in the price for milling.

When milling to improve rideability or cross slope, remove existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require pre-wetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave milled surfaces greater than 1-1/2 inches before the end of that day's work shift. Unless pre-approved by the County/CCEI, any milled surfaces greater than 1-1/2 inches that is not repaved by the end of the day's production, then the milled square yard quantity will not be paid. If the milled surface is not repaved after 24 hours of milling, all milling operations will be stopped until the milled surface has been repaved. Milled surfaces less than or equal to 1-1/2 inches to be paved back no later than 24 hours after the surface is milled. Unless pre-approved by the County/CCEI, any milled surfaces less than or equal to 1-1/2 inches not repaved after the 24-hour time frame, then the milled square yard quantity will not be paid. All milled surfaces to be repaved prior to weekends and holidays. The contractor shall be responsible for protecting all exposed milled surfaces from any kind of damage. Any exposed surface damage shall be repaired by the contractor at no additional cost or time prior to repaving as determined by the Engineer/CCEI.

If traffic is to be maintained on the milled surface before the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. The Contractor will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Before opening an area, which has been milled to traffic, sweep the pavement and gutters with a street sweeper or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a street sweeper before placing asphalt concrete. No other equipment may be used without prior approval by the Engineer.

Perform the sweeping operation immediately after milling operations or as directed by the Engineer.

ARTICLE 327-6 (Page 268) is deleted and the following is substituted:

**327-6 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

Payment will be made under:

- Item No. 327- 70A Milling Existing Asphalt Pavement (Contractor) - per sq. yd.
- Item No. 327- 70B Milling Existing Asphalt Pavement (Yankee Lake) - per sq. yd.
- Item No. 327- 70C Milling Existing Asphalt Pavement (Oviedo Yard) - per sq. yd.
- Item No. 327- 70D Milling Existing Asphalt Pavement (5 Points Yard) - per sq. yd.
- Item No. 327- 70E Milling Existing Asphalt Pavement (Relocate) - per sq. yd.

**END OF SECTION 327**

**330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS  
(FDOT 2019)**

SUBARTICLE 330-4.1 (Page 270) is deleted and the following is substituted:

**330-4.1 Cleaning:** Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of a street sweeper. No other equipment may be used without prior approval by the Engineer, supplemented by hand brooming where necessary.

SUBARTICLE 330-7.1 (Page 273) is deleted and the following is substituted:

**330-7.1 General Requirements:** When density testing for acceptance is required, select equipment, sequence, and coverage (number of times the roller passes over a given area of pavement) of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction will be allowed on any projects without prior approval of the Engineer. Compaction shall be in static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

**END OF SECTION 330**

**334 SUPERPAVE ASPHALT CONCRETE  
(FDOT 2019)**

SUBARTICLE 334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements: paragraph 1 is deleted and the following substituted:

1. When using a PG 76-22 asphalt binder in friction course mixtures, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of the total asphalt binder comes from the RAP material. When using a PG 76-22 asphalt binder in structural course mixtures, refer to 334-2.3.6. RAP is not allowed in mixtures containing High Polymer asphalt binder. High Polymer asphalt is defined in Section 916.

SUBARTICLE 334-2.3.6 Allowable RAP Percentages for Type SP Structural Mixtures with PG 76-22 Asphalt Binder is being added.

**334-2.3.6 Allowable RAP Percentages for Type SP Structural Mixtures with PG 76-22 Asphalt Binder:** For Type SP structural mixtures using PG 76-22 asphalt binder, select the percentage of RAP material based on Table 334-2A.

Table 334-2A Allowable RAP Percentages <sup>1</sup> in Type SP Structural Mixtures with PG 76-22 Asphalt Binder				
		Coarse RAP	Intermediate RAP	Fine RAP
Gradation % Passing #16 Sieve <sup>2</sup>		≤ 40%	> 40% to ≤ 50%	> 50%
PG <sub>HT</sub> > 100.0° C	Allowable RAP Percentage	≤ 25%	≤ 20%	≤ 20%
PG <sub>HT</sub> ≤ 100.0° C		≤ 30%	≤ 25%	
Notes: 1. RAP aggregate by weight of total aggregate or RAP binder by weight of total binder. 2. RAP gradations based on ignition oven extraction of RAP material in accordance with FM 5-563. 3. PG <sub>HT</sub> : asphalt binder high temperature continuous performance grade of RAP in accordance with Section 916.				

SUBARTICLE 334-5.4.4 Table 334-4 Master Production Range (Page 291) is deleted and the following substituted.

Table 334-4 Master Production Range	
Characteristic	Tolerance <sup>(1)</sup>
Asphalt Binder Content (%)	Target ±0.55
Passing No. 200 Sieve (%)	Target ±1.50
Air Voids (%)	2.30 – 6.00
Density (minimum % Gmm) <sup>(2)</sup>	89.50
(1) Tolerances for sample size of n = 1 from the verified mix design (2) Based on an average of three to five randomly located cores	

**END OF SECTION 334**

**526 Asphalt Speed Cushion**

**526-1 Payment Items: Payment will be made**

under:

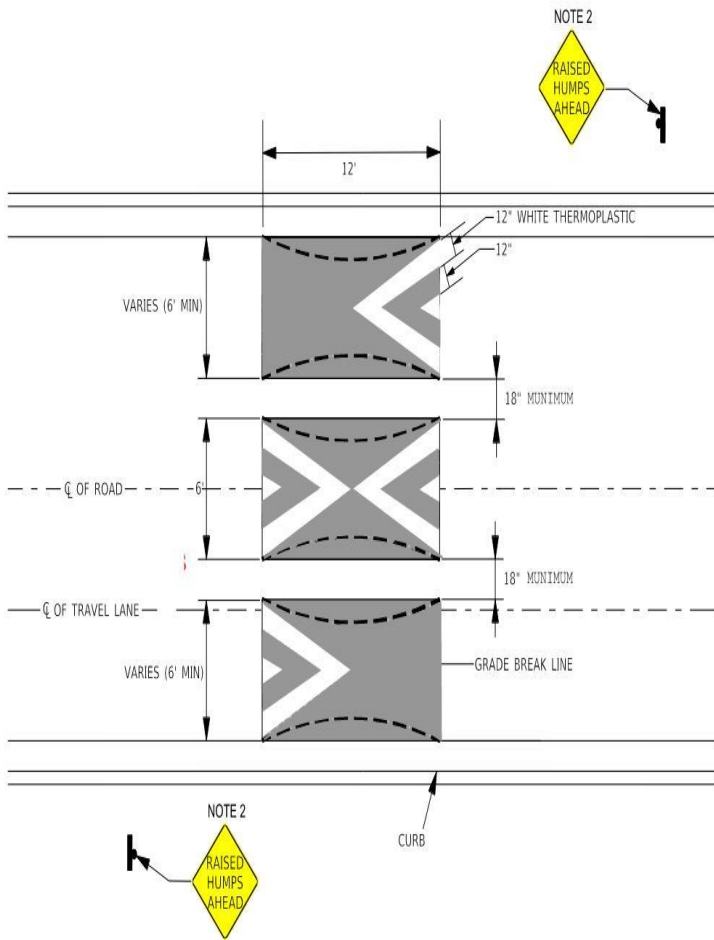
**END OF SECTION 334**

Item No. 526-1- Asphalt Speed Cushion, -

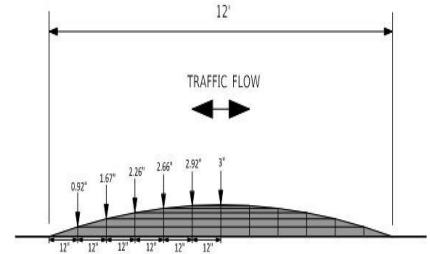
Each.

NOTES

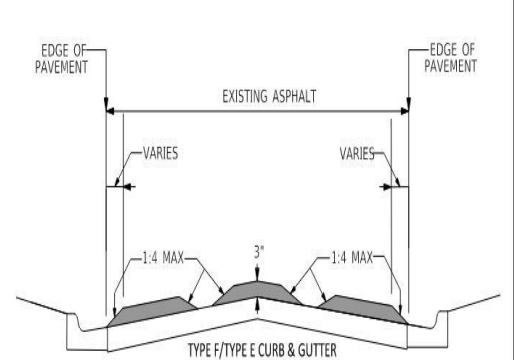
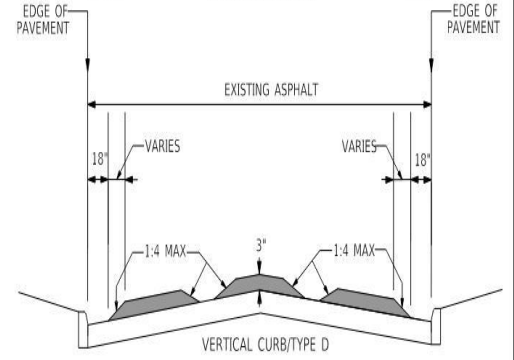
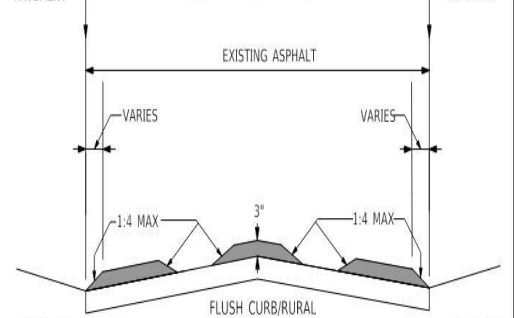
1. Undisturbed clearance for drainage shall be 18" minimum for Type D or vertical curb. For Type F/E Curb and Gutter, the transition shall end at the edge of pavement.
2. Advance warning signs (W17-1) shall be placed per MUTCD ahead of first speed cushion for each direction. Signs to be installed by Traffic Engineering.
3. Speed Cushion shall be 20' minimum from driveway flare, 50' from intersections, P.C. and 100' from any stop or signal intersection



PLAN



DRIVING PROFILE



CROSS SECTION

DATE	BY	DESCRIPTION	REVISION



FILE NAME:	SPEED CUSHION DETAIL

**END OF SECTION 526**

**710 PAINTED PAVEMENT MARKINGS  
(FDOT 2019)**

SUBARTICLE 710-11.3 (Page 1014) is deleted and the following substituted:

**710-11.3 Payment Items:** Payment will be made under:

Item No. 710-11- Temporary Pavement Markings,  
Paint Solid - per linear foot.  
Paint Message - each.  
Arrows - each.

**END OF SECTION 710**



**GENERAL CONDITIONS**  
**FOR**  
**PAVEMENT MANAGEMENT PROGRAM**  
**SEMINOLE COUNTY FLORIDA**  
**IFB-604900-24/LNF**

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(Note: Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation, Standard Specifications For Road and Bridge Construction, 2019.)

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**DIVISION I STANDARD SPECIFICATIONS  
GENERAL CONDITIONS**

**SECTION 1 - DEFINITIONS/INTERPRETATIONS**

**1.1 Definitions.**

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

**Addenda** - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

**Acceptance, Final Acceptance** - The formal action by COUNTY accepting the Work as being complete after certification by ENGINEER of Final Completion.

**Agreement** - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

**Apparent Low Bidder** - The Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

**Application for Payment** - The form furnished in the Contract Documents which is to be used in processing Partial or Final Payments to CONTRACTOR and which shall contain an affidavit by CONTRACTOR that Partial Payments theretofore received from COUNTY on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations stated in prior Applications for Payment. The application includes such supporting documentation as required by the Contract Documents.

**Bid** - The offer or proposal of a Bidder submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the Contract Documents.

**Bidder** - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work directly to COUNTY through an authorized representative.

**Bidding Documents** - The Invitation For Bid, Instructions to Bidders, Bid Forms, Addenda, Bid Bond, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bidder Information, Non-Collusion Affidavit Of Bidder, Certificate of Non-segregated Facilities, List of Subcontractors and Major Materials Suppliers, Plans and Specifications, Agreement, General Conditions, Contract Documents, Bonds, Technical Specifications if applicable, CONTRACTOR's Insurance Requirements, Certificates, and Insurance Policies.

**Bid Security** - The security designated in the Instructions to Bidders.

**Bonds** - Instruments of security furnished by CONTRACTOR and his Surety in accordance with the Contract Documents.

**Change Order** - A written instrument issued on or after the Effective Date of the Agreement, which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

**Consultant** - The professional engineer or engineering firm registered in the State of Florida who performs professional engineering services for the COUNTY other than COUNTY personnel. The Consultant may be the ENGINEER OF RECORD or may provide services through and be subcontracted to the ENGINEER OF RECORD.

**Contract Claim** - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

**Contract Documents** - Those documents named in the Agreement.

**Contract Price** - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

**Contract Time** - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

**CONTRACTOR** - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

**Controlling Work Items** - Those Work items that are directly interrelated such that each has a definite influence on progress of the critical path scheduling of the overall Work.

**Cost and Pricing Data** - Refers to all data available to or relied upon by CONTRACTOR in negotiating, pricing or costing Work covered by a Change Order or a Change Request, or involved in a Contract Claim.

**COUNTY** - Seminole County, a political subdivision of the State of Florida; the owner.

**Date of Commencement of the Contract Time** - The date given by the Notice to Proceed when the Contract Time commences to run.

**Day** - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

**Defect or Defective** - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

**Department or The Department** – The Seminole County Public Works Department, Engineering Division in FDOT's (Florida Department of Transportation) Standard Specification for Road and Bridge Construction, **and Standard Plans for Road Construction, 2019.**

**Drawings, Plans** - The drawings, plans or reproduction thereof, which show scope, character, location, dimensions, and other details of the Work to be performed under the Contract Documents.

**Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

**ENGINEER** - The Seminole County Engineer or Owner's Representative acting directly or through duly authorized representatives or Consultants who may serve as the COUNTY's ENGINEERS of construction, engineering and inspection; such representatives or Consultants acting within the scope of the duties and authority assigned to them.

**ENGINEER OF RECORD** - The professional engineer or engineering firm contracted with by the COUNTY or employed by COUNTY and registered in the State of Florida who develops criteria and concept for the

Work, performs the analysis and is responsible for the preparation of the Plans and Specifications. The ENGINEER OF RECORD may be COUNTY in-house staff or a Consultant retained by the COUNTY.

**Equipment** - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

**Field Order** - A written instrument issued by ENGINEER to CONTRACTOR which orders minor variations in the Work, as opposed to a change in the Work, and which does not involve an adjustment in Contract Price or Contract Time.

**Final Completion** - That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the inspection described in these General Conditions, and (b) the CONTRACTOR has submitted its request for Final Payment including the CONTRACTOR's Release and all Subcontractor Affidavits.

**General Conditions** - Division I of the Standard Specifications.

**Holidays** - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Day After Thanksgiving Day	-	Fourth Friday in November
Christmas Day	-	December 25th

**Inspector or Field Representative** - An authorized representative of the ENGINEER, assigned to make official inspections of the Materials furnished and of the Work performed by the CONTRACTOR.

**Laws and Regulations; Laws or Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and local governments.

**Low Bidder** - The lowest responsive, responsible Bidder.

**Lump Sum** - A pay item within the Contract Documents, which is paid without regard to quantities or units of measure.

**Major Item of Work** - Any item of Work having an original value in excess of five percent of the original Contract Price shall be considered as a major item of Work.

**Materials** - Any substances to be incorporated in the Work under the Contract Documents.

**Notice of Award** - The written notice of the acceptance of the Bid from COUNTY to Low Bidder.

**Notice to Proceed** - The written notice issued by COUNTY to CONTRACTOR authorizing it to proceed with the Work and establishing the Date of Commencement of the Contract Time.

**Owner** - Refer to definition of COUNTY.

**Payment Bond** - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will pay in full all bills and accounts, from claimants as defined in Chapter 713, Florida Statutes, or as amended, for Material, labor, services and supplies used directly or indirectly in the

prosecution of the Work. The covered amount of the Payment Bond is separate and distinct from the covered amount of the Performance Bond.

**Plans** - The approved plans, including reproductions thereof, showing the location, character, dimensions and details of the Work to be done.

**Performance Bond** - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will perform all of its contractual obligations in accordance with the terms of the Contract Documents. The covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

**Progress Schedule** - All documentation related to the planning and scheduling of the Work as described in the Contract Documents.

**Project** - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

**Project Manager** - The authorized representative of ENGINEER who is assigned to the Project.

**Request for Information** - CONTRACTOR's inquiries for information as submitted on the Request for Information form included in the Contract Documents.

**Right-of-Way** - The land which the COUNTY has title to, or right of use, for the road and its structures and appurtenances, and for Material pits furnished or to be furnished by the COUNTY.

**Shop Drawings** - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate Material or Equipment for some portion of the Work, specifically indicating how CONTRACTOR will comply with the Contract Documents.

**Specifications** - The directions and provisions contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work shall be performed, or to the quantities and qualities of Materials and labor to be furnished under the Contract Documents.

**Standard Specifications** - The covenants, directions, provisions and requirements set forth in Division I "General Conditions" set forth in this document, Division II "Construction Details" and Division III "Materials". Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation's, Standard Specifications For Road and Bridge Construction, (2019).

**Subagreement** - A contract or purchase order awarding a part of the Work under the Contract Documents to a Subcontractor, Supplier or other person or entity.

**Subcontractor** - An individual, partnership, corporation, joint venture, or other combination thereof having a Subagreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a Subagreement with another Subcontractor to perform any of the Work at the site.

**Substantial Completion** - That date when (a) the Work is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described in these General Conditions, and (b) the Work can be utilized for the purposes for which it is intended, as may be evidenced by successful completion of all specified pre-operational start-up and demonstration tests. The

terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Superintendent** - The CONTRACTOR's authorized representative, who must be a principal or employee of the CONTRACTOR, in responsible charge of the Work.

**Supplemental Agreement** - A written agreement between the CONTRACTOR and the COUNTY, and signed by the Surety, modifying the contract within the limitations set forth in the Standard Specifications.

**Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

**Supplier** - A manufacturer, fabricator, Supplier, distributor, materialman or vendor.

**Surety** - The corporate body which is bound by the Bonds required by the Contract Documents with and for the CONTRACTOR and which agrees to be responsible for performance of the Work for which the Agreement has been made and for payment of all costs pertaining thereto.

**Technical Specifications** - Directions and provisions relating to the quality of the Work or conditions under which Work shall be performed and described in the Technical Specifications section of these Contract Documents.

**Total Bid** - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or Materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price** - Amount stated in the Contract Documents as a price per unit of measurement for Materials or services required in the Work.

**Unit Price Work** - Work to be paid on the basis of Unit Prices.

**Value Engineering Change Proposal** - A cost reduction proposal initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of Work.

**Warranty Period** - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

**Work** - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

## 1.2 Interpretations.

1.2.1 Any reference to a Section or subsection in these General Conditions without identification of the particular Section or subsection shall mean a reference to these General Conditions.

1.2.2 Each Section in these General Conditions is composed of sub-sections, numbered as this subsection 1.2 is numbered; parts, numbered as this part 1.2.2 is numbered; and sub-parts - all of which are generally referred to as subsections. A reference to a sub-section means a reference to the entire sub-section, or to a part, or a sub-part, or any combination of them, depending on the intent of the reference.

1.2.3 Often, the Contract Documents omit the modifying word "all" and "any", and the articles "the" and "an". However, omitting modifiers or articles from, or inserting any of them into, a statement shall not in any way affect the meaning or interpretation of either statement.

## 1.3 Abbreviations.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
AGC	The Associated General Contractors of America, Inc.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (As recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, shall be understood to designate a specification, test method or other code or recommendation of the particular authority or organization so shown.

## **SECTION 2 - PRELIMINARY MATTERS**

**2.1 Copies of Documents.** COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

### **2.2 Commencement of the Contract Time; Notice to Proceed.**

2.2.1 The Contract Time will commence to run on the Day indicated in the Notice to Proceed. The Notice to Proceed may indicate a Date of Commencement of the Contract Time any time within thirty days after the Effective Date of the Agreement.

2.2.2 CONTRACTOR shall start to perform the Work on the Date of Commencement of the Contract Time. No Work shall be done at the site prior to the date on which the corresponding Contract Time commences to run unless otherwise authorized in writing by COUNTY.

2.2.3 Prior to the issuance of a Notice to Proceed, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, ENGINEER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Notice to Proceed. Thereafter, the Notice to Proceed shall be sent by the COUNTY's Purchasing and Contracts Division for execution no later than five (5) calendar days prior to the date listed on the Notice to Proceed. The CONTRACTOR shall return the executed Notice to Proceed to the COUNTY by the date indicated on the Notice to Proceed. The failure of the CONTRACTOR to comply with this provision will not change the Contract Time.

### **2.3 Before Starting Construction.**

2.3.1 Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

2.3.2 Before starting construction, CONTRACTOR shall submit to ENGINEER for review a preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, a proposed schedule of Shop Drawing submissions, and a listing of manpower and cash flow projections through the Contract Time.

2.3.3 COUNTY or ENGINEER will review and return the schedules submitted in accordance with this Section and CONTRACTOR, if required, shall revise, adjust or modify and resubmit acceptable schedules at least thirty (30) Days following the Notice To Proceed date or ten (10) days before submission of the first Application for Payment whichever shall first occur.

2.3.4 Before starting construction, the CONTRACTOR shall initiate his coordination and scheduling of the work by utility contractors, the COUNTY's own forces, and others performing work at the Project site by directly contacting the superintendent of each person performing work at the Project site to review the projected schedules of each other entity performing work at the Project site to assure that CONTRACTOR's Progress Schedule and meeting discussions address the starting and completion dates of all aspects of the work at the Project site whether the work is being performed by CONTRACTOR or others.

**2.4 Preconstruction Conference.** Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. CONTRACTOR shall attend such conference and shall require any or all of its Subcontractors and Suppliers, as COUNTY directs, to attend the conference. For Projects and Work

Exhibit A

involving the COUNTY Utilities Division, a separate utilities preconstruction conference shall be scheduled between the COUNTY, ENGINEER, CONTRACTOR, utility subcontractors and appropriate COUNTY Utilities Division personnel. After the utilities preconstruction conference, the COUNTY Utilities Division is responsible for issuance of an Underground Utilities Permit. No Work involving COUNTY utilities may commence until the Underground Utilities Permit is issued.

## **SECTION 3 - CONTRACT DOCUMENTS; INTENT AND REUSE.**

### **3.1 Applicable Law; Intent.**

3.1.1 The Contract Documents comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the laws of the State of Florida and venue shall be in Seminole County for state actions and the Middle District of Florida for federal actions.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or Equipment, such words shall be interpreted in accordance with that meaning. Reference to specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental entity whether such reference be specific or by implication, shall mean the latest specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, CONTRACTOR, ENGINEER OF RECORD or ENGINEER, or any of their consultants, agents or employees from those expressly set forth in the Contract Documents, nor shall it assign to COUNTY or ENGINEER, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Sections 8 or 9 of these General Conditions.

### **3.2 Priority of the Contract Documents.**

3.2.1 If, during the performance of the Work, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER. However, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. ENGINEER will promptly investigate the matter and respond to CONTRACTOR with an interpretation or clarification. After CONTRACTOR's discovery of such a conflict, error or discrepancy, or after the date when CONTRACTOR should have reasonably known thereof, until the interpretation or clarification is obtained from ENGINEER, any Work done by CONTRACTOR which is directly or indirectly affected by same, will be at CONTRACTOR's own risk and CONTRACTOR shall bear all costs and delay arising therefrom.

3.2.2 In resolving conflicts, errors or discrepancies, the Contract Documents shall be construed as one, what is required by one document shall be construed as being required by all Contract Documents.

3.2.3 If an issue of priority pertains to Divisions II and III of the Standard Specifications and the Drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail Drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order Drawings govern over Contract Drawings, and Contract Drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, conflict, the higher cost requirement shall be furnished by CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.4 If the issue of priority is due to a conflict or discrepancy between express provisions of the Contract Documents and any referenced specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or

presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the provision with the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.5 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and accepts that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

**3.3 Use of Forms Provided.** Unless COUNTY provides in writing to the contrary, only those forms provided by COUNTY with the sole exception of the Bid Bond shall be used and no modifications or substitutions shall be allowed.

**3.4 Re-use of Documents.** Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization (other than COUNTY) shall acquire any title to or have ownership rights of any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER OF RECORD; and they shall not be reused on extensions of the Project or any other project nor shall they be generally published without written consent of COUNTY.

## **SECTION 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### **4.1 Availability of Lands.**

4.1.1 COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, Rights-of-Way and easements (permanent or temporary construction easements), and those other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise provided in the Contract Documents. Any additional lands, Rights-of-Way and easements not furnished by COUNTY that CONTRACTOR deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained by CONTRACTOR at no increase in Contract Price or extension in Contract Time, and CONTRACTOR shall confine his operations to those areas furnished by COUNTY or obtained at its expense.

4.1.2 CONTRACTOR shall obtain permits and written approvals (and submit copies to COUNTY before utilization of those areas) from the appropriate governmental entity or property owner(s), for use of lands not furnished by COUNTY; and for all lands which include borrow pits, waste and disposal areas, such permits and approvals shall specify their treatment during and at completion of construction.

4.1.3 Access to COUNTY or municipal structures, hydrants, valves, manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written notice to and securing written approval from the appropriate governmental entity.

### **4.2 Physical Conditions (Including Underground Facilities).**

4.2.1 The Contract Documents may identify reports of explorations and tests of subsurface conditions at the site, and those drawings of physical conditions in or relating to existing surface and subsurface structures or Underground Facilities owned by COUNTY which are at or contiguous to the site, that have been utilized by ENGINEER OF RECORD in preparation of the Contract Documents. CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by COUNTY or others, shown or indicated in the Contract Documents.

4.2.2 The information and data shown or indicated in the Contract Documents with respect to Underground Facilities owned by others at or contiguous to the site is based on information and data furnished to COUNTY or ENGINEER OF RECORD by the owners of such Underground Facilities or by others. COUNTY, ENGINEER and ENGINEER OF RECORD shall not be responsible for the accuracy or completeness of any such information or data, and, CONTRACTOR shall have full responsibility for reviewing and checking all such information and data.

4.2.3 If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all part of the Work, CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused; except that, if COUNTY and CONTRACTOR agree that the delays require a change in Contract Time, COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 days impact to controlling Work items. However, an extension in Contract Time, when and if so granted shall be CONTRACTOR'S sole and exclusive remedy with respect to COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

Unless it prejudices Work already excavated and uncovered, CONTRACTOR shall schedule layout, excavation and uncovering of Work or Underground Facilities a sufficient time in advance to allow ENGINEER's review, and the possible amending or supplementing of the Contract Documents.

**4.3 Differing Physical Conditions (not including Underground Facilities).** CONTRACTOR shall promptly, after becoming aware thereof, and before the conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions, encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in Work of the character provided for in the Contract Documents.

**4.4 Resolution of a Report of Differing Physical Conditions.**

4.4.1 Promptly after receipt of notice from CONTRACTOR, ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests, and advise COUNTY in writing of his findings and conclusions. Until such time when CONTRACTOR resumes the affected Work (and at all times thereafter), CONTRACTOR shall be responsible for the safety and protection of the affected Work.

4.4.2 If COUNTY, with the advice of ENGINEER, concludes that the conditions do materially differ, and that the Contract Documents need to be amended, COUNTY shall, without invalidating the Agreement and without notice to any Surety by duly executed Change Order, order the necessary changes in the Work, as long as COUNTY has not exercised its rights to terminate the Agreement. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved pursuant to the conditions stated in the order.

4.4.3 If COUNTY, with the advice of ENGINEER, concludes that the Contract Documents need to be supplemented only, appropriate minor deviations in the Work shall be authorized by a Field Order issued by ENGINEER. COUNTY's determination that the Contract Documents do not need to be amended shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of the applicable Field Order.

4.4.4 If any change in the Work required due to differing physical conditions causes an increase or decrease in CONTRACTOR's cost of or the time required for the performance of all or part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time or both, subject to the provisions of this Section, and Sections 10 and 11.

4.4.5 No proposal by CONTRACTOR for an adjustment under this Section, nor Contract Claim by CONTRACTOR for an adjustment on account of differing physical conditions, shall be allowed unless CONTRACTOR has given the written notice required in subsection 4.3.

**4.5 Special Requirements for Underground Facilities.** CONTRACTOR shall have full responsibility: a) for locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation; b) for identifying the owner of any newly discovered Underground Facility and promptly notifying that owner and ENGINEER of that discovery; c) for shoring, blocking, and protecting Underground Facilities including utilities shown, indicated or discovered; d) for coordination, scheduling and sequencing of the Work with the owners of all Underground Facilities shown, indicated or discovered; e) for repairing any damage done to the satisfaction of those owners, to the extent that the damage was due to CONTRACTOR's failure to adhere to the requirements of this subsection or subsection 4.2.2., or to the fault or negligence of CONTRACTOR; and f) for the safety and protection of any affected Work, and for repairing any damage done to the Work. Except as otherwise provided in subsection 4.2.3., all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within

the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

#### **4.6 Engineering and Layout.**

4.6.1 The ENGINEER will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the Project to facilitate the proper layout of the Work. Normally, only one bench mark will be furnished for water crossings. The CONTRACTOR shall preserve all reference points and bench marks furnished by the COUNTY. As an exception to the above, for Projects where the Plans do not show a centerline or other survey control line for construction of the Work (e.g.; resurfacing, safety modifications, etc.) the ENGINEER will provide only points marking the beginning and ending of the Project and all exceptions.

4.6.2 The CONTRACTOR shall furnish all stakes, templates and other Materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work.

4.6.3 Utilizing the control points furnished by the COUNTY in accordance with 4.6.1, the CONTRACTOR shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The Work shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. When the Work includes utility construction to be done by the CONTRACTOR, he shall also establish all horizontal and vertical controls necessary to carry out such Work. The ENGINEER may assist in coding of input, arrange for processing by the COUNTY's computer and furnish computer output; however, ENGINEER's assistance shall not release CONTRACTOR from CONTRACTOR's responsibility.

4.6.4 On Projects involving construction of new base, stakes to establish lines and grades for subgrade base, curb and related items shall be set at intervals along the line of the Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the ENGINEER to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. For bridge construction stakes and other control, references shall be set at sufficiently frequent intervals to assure that all components of a structure are constructed in accordance with the lines and grades shown in the Plans. For Projects where the Plans do not show a centerline or other survey control line for construction of the Work (resurfacing, safety modifications, etc.) only such stakes as necessary for horizontal and vertical control of Work items will be required. For resurfacing and resurfacing widening type Projects, the CONTRACTOR shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curbs sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement. The CONTRACTOR shall reference the beginning and ending of each no passing zone for use during temporary striping operations. The CONTRACTOR shall establish by an instrument survey and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing-widening Projects, these points shall be established in the same manner as used for horizontal control of paving operations. Marks shall be made with white paint. If striping is included in the Work to be done by the CONTRACTOR, an alternate method for layout of striping may be approved by the ENGINEER provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey. For Projects with permanent striping by the CONTRACTOR, the measurement and analysis in order to establish the location and length of no-passing zones shall be accomplished by approved electronic methods consisting of a minimum of two distance measuring devices, and shall be in accordance with Sections 3B-4 and 3B-5 of the MUTCD. For all Projects, a station identification stake shall be set at each right-of-way line at 100-foot intervals and at all locations where a change in right-of-way width occurs. Each of these stakes shall be marked with painted numerals, of sufficient size to be readable from the roadway, corresponding to the Project station at which it is located. As an exception to the above, for Projects where Plans do not show right-of-way lines, station

identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing-widening Projects, station identification stakes shall be set at 200-foot intervals.

4.6.5 The CONTRACTOR shall employ only competent personnel and utilize only suitable Equipment in performing layout Work. He shall not engage the services of any person or persons in the employ of the COUNTY for performance of layout Work. Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the ENGINEER as the Work progresses and copies shall be furnished to the ENGINEER at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout Work by the ENGINEER and the acceptance of all or any part thereof, shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans and Specifications. Prior to final acceptance of the Work, the CONTRACTOR shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by the COUNTY.

4.6.6 The cost of performing layout Work as described above shall be included in the Unit Prices for the various items of Work to which it is incidental.

## **SECTION 5 - BONDS**

### **5.1 Performance, Payment and Other Bonds.**

5.1.1 CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to \$500,000.00; the Payment Bond shall be in an amount equal to \$500,000.00; the Material and Workmanship Bond shall be in an amount equal to 250,000.00. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

5.1.2 All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

5.1.3 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

5.1.4 In addition to the other bonding requirements, the Surety(ies) named on the Bonds submitted by CONTRACTOR pursuant to the Contract Documents shall be subject to the approval of COUNTY. If COUNTY has a reasonable objection to the proposed Surety, COUNTY may request CONTRACTOR to submit an acceptable substitute without an increase in the CONTRACT price. If CONTRACTOR declines or is unable to make any such acceptable substitution, COUNTY may, at its sole option, rescind the Notice of Award, and any award of the Contract to CONTRACTOR will be of no effect.

## **SECTION 6 - CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Supervision and Superintendence.**

6.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, scheduling, sequences and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and Suppliers. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall keep on the Work site at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to ENGINEER. The CONTRACTOR's resident Superintendent shall be a principal or employee of CONTRACTOR. COUNTY may, at its sole discretion, require replacement of the Superintendent, in which case CONTRACTOR shall submit an acceptable replacement at no increase in Contract Price nor extension in Contract Time. The Superintendent shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Whenever the Superintendent is not present on any particular part of the Work where the ENGINEER may desire to inform the CONTRACTOR relative to interpretation of the Plans and Specifications or regarding disapproval or rejection of Materials or Work performed, the ENGINEER may so inform the foreman or other workers in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the Superintendent.

6.1.3 The Superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings pertaining to the Work, as requested by COUNTY or ENGINEER.

6.1.4 No Work shall be performed by any Subcontractors without the CONTRACTOR's Superintendent physically present on the Work site.

6.1.5 The CONTRACTOR's Superintendent at all pre-construction and Project meetings shall discuss the Progress Schedule and summary bar charts relating to coordination and scheduling including, but not limited to, CONTRACTOR's coordination of utility installations, relocations (temporary and permanent), COUNTY work, and the work of others at the Project site.

### **6.2 Personnel and Working Hours.**

6.2.1 CONTRACTOR shall at all times maintain good discipline and order at the site.

6.2.2 CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. Contractor shall employ a Professional Land Surveyor with current Florida registration to survey and lay out the Work (in accordance with any additional provisions included in the Supplementary Conditions). CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed within the Contract Time. Failure to fully man the Project with supervisory personnel and skilled workers shall be cause for termination of CONTRACTOR.

6.2.3 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during normal Working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any Holiday without COUNTY's written consent given after prior written notice to ENGINEER. Normal Working hours shall be defined as the CONTRACTOR's normal eight hour Working period occurring between the hours beginning at 7:00 A.M. and ending at 6:00 P.M.,

exclusive of Saturdays, Sundays, or Holidays. Work during other than normal Working hours may be scheduled by CONTRACTOR if he first obtains written permission from COUNTY.

6.2.4 COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's extra costs incurred in connection with CONTRACTOR's performance of Work during hours other than normal Working hours. Such costs may include, but shall not be limited to, ENGINEER'S charges to COUNTY while acting as COUNTY's representative (including charges outside of normal Working hours for Construction Manager, Field Representatives, and Inspectors), COUNTY's costs incurred in the performance of COUNTY's responsibilities as set forth in the Contract Documents, and other related costs.

**6.3 Apprentices.** CONTRACTOR's utilization of apprentices shall conform to the provisions of Chapter 446, Florida Statutes.

**6.4 CONTRACTOR's Responsibilities for Furnishing.** Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all Materials, Equipment, labor, transportation, construction Equipment and machinery, tools, appliances, fuel, power, light, heat, ventilation, cooling, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

**6.5 Items of Material or Equipment.**

6.5.1 All Materials and Equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and Equipment. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of COUNTY's or ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

6.5.2 Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

6.5.3 CONTRACTOR shall obtain from Suppliers of all Materials, products and Equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, CONTRACTOR shall notify ENGINEER in writing of such conflict as soon as reasonably possible, but no later than the time of Shop Drawing submittal including those products. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by CONTRACTOR that the Specification requirements will be met by the Materials, products and Equipment, and that the cost and time required to perform or complete the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

6.5.4 Data submitted on all Equipment shall include complete operation and maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements. Such submittals shall conform to any additional requirements provided in the Contract Documents.

**6.6 Wood Products.** Except as may be otherwise provided by Laws or Regulations, pursuant to Chapter 225, Florida Statutes, lumber, timber and other forest products specified in the Contract Documents shall be produced and manufactured in Florida whenever such products are available, provided that price, fitness and quality are equal to other available products. This requirement does not apply where plywood is specified for monolithic concrete forms.

## **6.7 Equivalent Materials and Equipment.**

6.7.1 Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or Equipment proposed is equivalent to that named.

6.7.2 Requests for review of substitute items of material and Equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or Equipment CONTRACTOR shall, within ten (10) Days prior to the opening date to allow a proper review without impacting the schedule, make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.3 ENGINEER shall be the sole judge of acceptability, and no substitute shall be ordered or installed without ENGINEER's prior written acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price or Contract Time, and COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, CONTRACTOR shall not be excused from producing Work in conformity with the requirements of the Contract Documents.

6.7.4 ENGINEER will record time required by ENGINEER, ENGINEER OF RECORD and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs including the charges of ENGINEER, ENGINEER OF RECORD and their consultants for evaluating any proposed substitute.

6.7.5 The net difference in cost between the substitute item and that specified shall benefit COUNTY and CONTRACTOR in equal proportions. If ENGINEER estimates that the deduction proposed by CONTRACTOR does not, in its opinion, reflect the sharing of costs in the portions described above, this shall be adequate justification to reject the proposed substitution.

6.7.6 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

6.7.7 In the event that a substitute item differs materially from the specified item of Material or Equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the

incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the Project, ENGINEER will have authority to require the removal and replacement of said substitute.

## **6.8 Concerning Subcontractors, Suppliers and Others.**

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including but not limited to those who are to furnish the principal items of Materials or Equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A Subcontractor, Supplier or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY or ENGINEER. Acceptance of any Subcontractor, Supplier or other person or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject Defective Work by CONTRACTOR or any Subcontractor, Supplier or any other person or organization. If COUNTY or ENGINEER after due investigation has reasonable objection to any Subcontractor, Supplier or other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute. Such Subcontractor, Supplier person or organization shall neither commence nor continue Work after COUNTY or ENGINEER objects to said entity. In the event that any such reasonable objection and acceptable substitute will cause additional expense or extend performance of the Work, or part thereof, beyond the Contract Time for the Work, or part thereof, CONTRACTOR may make a request for an adjustment in Contract Price or Contract Time. However, any changes in Contract Price made under this subsection shall exclude any adjustments for any increases in CONTRACTOR's costs in connection with an increase in Contract Time resulting from the reasonable objection and acceptable substitute submitted pursuant to this subsection. In any such case, the extension in Contract Time so granted, if any, shall be CONTRACTOR's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance and costs thereto. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization against whom CONTRACTOR has reasonable objection.

6.8.2 CONTRACTOR shall give prompt written notice to COUNTY with copy to ENGINEER of CONTRACTOR's intent to remove or replace a Subcontractor, Supplier or other person.

6.8.3 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or ENGINEER and any Subcontractor or Supplier or other person or organization having a Subagreement with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment due any Subcontractor, Supplier or other person or organization, except as may otherwise be required by law. COUNTY or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done. No Subcontractor, Supplier or other person or organization shall be a third party beneficiary of this Contract.

6.8.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade Drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings. In addition to other requirements in the Contract Documents, Shop Drawings of a specific trade shall be compared to and coordinated with those from other trades by CONTRACTOR before submission to ENGINEER.

6.8.5 All Work performed for CONTRACTOR by a Subcontractor, Supplier or other person or organization will be pursuant to an appropriate Subagreement between CONTRACTOR and the Subcontractor, Supplier or other person or organization which specifically binds the Subcontractor, Supplier or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

6.8.6 If requested in writing by COUNTY, CONTRACTOR shall deliver to COUNTY a copy of each Subagreement with a Subcontractor, Supplier or other person or organization performing a part of the Work within seven (7) days of COUNTY's request.

**6.9 Patent Fees and Royalties.** CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it shall remain the responsibility of CONTRACTOR to assume all costs incident to the use in the performance of the Work or the incorporation in the Work of said invention, design, process, product or device. Whenever CONTRACTOR is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this Agreement shall be filed with ENGINEER. However, whether or not such agreement is made or filed as noted, CONTRACTOR and CONTRACTOR's Surety in all cases shall indemnify and hold harmless and defend COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including but not limited to charges of engineers, architects, other professionals and attorneys' fees and attorneys' fees on appeal and all costs of defense or appeal) arising out of any infringement of letters, trademark, patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**6.10 Permits.** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for utilities service to accomplish the Work. CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

**6.11 Laws and Regulations.**

6.11.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order (subject to the provisions of Sections 3, 10, and 11). If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

6.11.2 CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

**6.12 Use of Premises.**

6.12.1 CONTRACTOR shall confine construction Equipment, the storage of Materials and Equipment and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction Equipment or other Materials or Equipment. CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

6.12.2 Notwithstanding the designation of Project limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work, such as trenching and landscaping, may require that certain operations be carried out beyond such limits. Those operations, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of COUNTY, abutters and the public. CONTRACTOR shall obtain COUNTY's prior approval and all necessary approvals from others, governmental entities and utility companies for such operations, and prosecute such operations expeditiously and restore the affected property to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All those areas on which temporary driveways or walks are routed shall be restored to their original condition, immediately when normal routing can be reinstated, unless otherwise specified in the Contract Documents. Pumping, draining and control of surface and groundwater shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

6.12.3 Except as specifically arranged with the owners of adjacent premises, CONTRACTOR shall avoid any encroachment on adjacent premises. It is specifically agreed that CONTRACTOR shall repair and make good any damage to adjacent premises or improvements thereon caused by its operation, including any damage or loss to the tenant of such adjoining premises or to the owners thereof, whether to buildings, stocks of merchandise, trade fixtures, or otherwise.

6.12.4 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction Equipment and machinery, and surplus Materials, and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.12.5 CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger it.

6.12.6 During the progress of the Work, CONTRACTOR shall maintain the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). CONTRACTOR shall implement a grass mowing schedule for all property within the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). The grass mowing schedule shall assure that grass and weeds within the Project premises do not exceed eighteen inches (18") in height.

**6.13 Record Documents.** CONTRACTOR shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Requests, Field Orders correspondence, field test records, contractor's daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings will be available at all times during regular Working hours to ENGINEER and COUNTY. In addition, CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the COUNTY through ENGINEER. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities, structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with ENGINEER the status of the as-built plans and the record survey notes in connection with ENGINEER's evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, ENGINEER shall deliver to the CONTRACTOR a reproducible set of current Plans. CONTRACTOR will transfer all his as-built information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to ENGINEER for COUNTY. Each completed set of "As-Built" drawings must include on its face, a certified statement by the CONTRACTOR'S Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

#### **6.14 Safety and Protection.**

6.14.1 CONTRACTOR shall be solely and completely 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 all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction regardless of whether such other property is indicated in the Contract Documents. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as ENGINEER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

6.14.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

6.14.3 CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

6.14.4 When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, CONTRACTOR shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered professional engineer licensed in the State of Florida. CONTRACTOR shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. CONTRACTOR shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

6.14.5 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Whenever any notice is required to be given by COUNTY or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by CONTRACTOR.

6.14.6 CONTRACTOR shall take reasonable care during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from Equipment shall be treated with a tree dressing.

6.14.7 At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, Materials, Equipment, and supplies against damage or injury from the weather. If in the opinion of ENGINEER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

6.14.8 CONTRACTOR shall notify ENGINEER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the ENGINEER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to ENGINEER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

6.14.9 Prior to mobilization, CONTRACTOR shall submit to ENGINEER a copy of CONTRACTOR's safety plan. CONTRACTOR's safety plan shall address, but not be limited to, the following:

6.14.9.1 Trench Safety Procedures;

6.14.9.2 Confined Space Entry Procedures;

6.14.9.3 Compliance with all U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements applicable to the Work;

6.14.9.4 Assurance that a first aid person is designated, phone numbers of physicians, hospitals and ambulance services must be posted at the site, assurance that a first aid kit is available at the job site;

6.14.9.5 Provide all necessary personnel protective equipment including as necessary, but not limited to, the following: hard hats, safety glasses, respirators, ear protection, protective clothing;

6.14.9.6 Assure observation of all applicable speed limits;

6.14.9.7 Provide all necessary safety equipment including as necessary, but not limited to, the following: barricades, flags and flagmen, bracing, shoring and sloping at excavations and scaffolds.

6.14.9.8 The safety plan shall assure proper use of lasers or other activities involving combustibles;

6.14.9.9 The safety plan shall assure that during welding and cutting operations, the CONTRACTOR shall provide appropriate fire watchmen and fire extinguishers;

6.14.9.10 CONTRACTOR's safety plan shall assure that all heavy equipment shall be equipped as required by all applicable OSHA, ANSI, or other regulations.

6.14.10 No provision of these Contract Documents or the requirement that CONTRACTOR provide a copy of CONTRACTOR's safety plan shall be effective to assign to ENGINEER or to the COUNTY, their Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work relating to CONTRACTOR's responsibility for safety or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

**6.15 Emergencies.** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

**6.16 Shop Drawings and Samples.**

6.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies for use by COUNTY, ENGINEER and plus additional copies as required by CONTRACTOR (unless otherwise specified in the Contract Documents) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. CONTRACTOR shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in a Shop Drawing submittal to ENGINEER.

6.16.2 CONTRACTOR shall also submit to ENGINEER for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

6.16.3 CONTRACTOR's stamp of approval on any Shop Drawing or sample shall specifically indicate in writing, or if not indicated in writing, shall constitute a representation that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, Materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.16.4 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's and ENGINEER OF RECORD's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted of each such variation.

6.16.5 ENGINEER will review Shop Drawings and review samples and return CONTRACTOR's submittals stamped with the following notation:

APPROVED	<input type="checkbox"/>
APPROVED AS CORRECTED	<input type="checkbox"/>
REVISE AND RESUBMIT	<input type="checkbox"/>
NOT APPROVED	<input type="checkbox"/>

Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The CONTRACTOR is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

ENGINEER OF RECORD's and ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by CONTRACTOR, engineering design furnished by CONTRACTOR, CONTRACTOR's means, methods,

techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER OF RECORD and ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER OF RECORD or ENGINEER on previous submittals.

6.16.6 ENGINEER OF RECORD's and ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER OF RECORD's and ENGINEER's attention to each such variation at the time of submission and ENGINEER OF RECORD or ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER OF RECORD or ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of subsection 6.16.3.

6.16.7 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been returned by ENGINEER OF RECORD or ENGINEER and noted "Approved" or "Approved As Corrected".

6.16.8 All costs incurred in connection with ENGINEER OF RECORD's or ENGINEER's review and return of a particular Shop Drawing or sample submission after ENGINEER OF RECORD's or ENGINEER's second time review shall be borne by CONTRACTOR, including ENGINEER OF RECORD's and ENGINEER's charges to COUNTY under the terms of their agreements with COUNTY. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.16.9 In reviewing Shop Drawings or samples, ENGINEER OF RECORD or ENGINEER shall be allowed (thirty) 30 days from the date ENGINEER OF RECORD or ENGINEER receives the submittal or resubmittal from CONTRACTOR to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. ENGINEER OF RECORD's or ENGINEER's review and return of a Shop Drawing or sample within the time allowed shall not justify an increase in Contract Price or an extension in Contract Time. Any delay in connection with CONTRACTOR's submittal and any resubmittal of a particular Shop Drawing or sample shall represent delays under the control of CONTRACTOR and shall not justify an increase in Contract Price or an extension in Contract Time.

**6.17 Continuing the Work.** CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

## **6.18 Indemnity.**

6.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (provide and pay for legal defense) COUNTY, ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, and cost and attorney's fees on appeal, arising or allegedly arising in any manner out of, related to, resulting from, or in connection with the performance of the Work, both on and off the Project site, including any act or omission of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons or entities employed or utilized by the CONTRACTOR in the performance of the Work.

6.18.2 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subsections 6.18.1 and 6.18.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for CONTRACTOR, or any Subcontractor, or any supplier, or other person under Workers' compensation acts, disability benefit acts, or other employee acts.

6.18.3 The obligations of CONTRACTOR under subsections 6.18.1 and 6.18.4 shall not extend to the liability of ENGINEER OF RECORD, ENGINEER and their consultants, directors, officers, employees and agents and each of their directors, officers, employees, and agents arising out of, or resulting from, or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing were the sole and exclusive cause of the loss, damage, or injury.

6.18.4 CONTRACTOR shall also indemnify and hold harmless and defend (provide and pay for legal defense) COUNTY and ENGINEER and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs (including costs and attorney's fees on appeal), which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the Work and the CONTRACTOR's obligations under the Contract Documents. Such costs, expenses, and damages shall include all costs including attorneys' fees and costs and attorneys' fees and costs on appeal incurred by the indemnified parties in any lawsuit to which they are a party.

6.18.5 At COUNTY's sole option and utilizing attorneys agreeable to COUNTY, CONTRACTOR shall defend all suits or claims as set out in this Section 6.18.

6.18.6 In the event that COUNTY incurs costs contrary to this indemnification agreement, COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

## **6.19 Progress of the Work.**

6.19.1 The CONTRACTOR shall physically mobilize at the Work site within fourteen (14) Days of the Date of Commencement of the Contract Time and substantially complete mobilization activities no later than thirty (30) Days from the Date of Commencement of Contract Time. Substantial completion for mobilization shall be defined as activities that include, at least (1) installation of the field office, (2) temporary utility provisions for water, sewer, electrical, telephone and other utilities in service, and (3) commencement of initial site Work including clearing and grubbing or blasting and removal of existing improvements at the Work site. In the event that the CONTRACTOR fails to mobilize as required in this Section, the COUNTY may withhold additional retainage as provided in Section 6 of the Agreement.

6.19.2 If ENGINEER determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules, CONTRACTOR shall take steps as may be necessary to improve his progress, and ENGINEER may require him to increase his Work force, or hours, or days of Work, or the amount of construction plant or all of them, and to submit to ENGINEER for approval such supplementary

schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY.

6.19.3 Failure of CONTRACTOR to comply with the requirements of ENGINEER under this Section shall be grounds for determination by ENGINEER that CONTRACTOR is not prosecuting the Work with such diligence as will insure completion within the time specified. ENGINEER will then so inform COUNTY. COUNTY may thereupon withhold additional retainage in anticipation of liquidated damages as provided in Section 6 of the Agreement or suspend the Work or terminate CONTRACTOR's services should CONTRACTOR fail to comply with this Section.

## **6.20 Project Meetings.**

6.20.1 The CONTRACTOR along with appropriate subcontractors shall attend Project meetings requested by ENGINEER or COUNTY for the purpose of discussing and resolving matters concerning the various elements of the Work. If CONTRACTOR or his subcontractors fail to attend a meeting, COUNTY shall be entitled to deduct the costs of COUNTY, ENGINEER, and ENGINEER OF RECORD representatives attending the meeting from the CONTRACT PRICE by issuing a Change Order.

6.20.2 CONTRACTOR shall submit for the Project meeting a summary bar chart of the Work activities anticipated for the following fourteen (14) days. This schedule will be used by the CONTRACTOR to discuss and coordinate the Progress Schedule with utility contractors, the COUNTY's own forces, and others performing work at the Project site and by ENGINEER for the ENGINEER's planning of testing and inspection within ENGINEER's scope of responsibility and shall be an item of discussion at the Project meeting.

6.20.3 CONTRACTOR's obligation to coordinate the Progress Schedule with all utility contractors, the COUNTY's own forces and others performing work at the Project site shall be an item of discussion raised by the CONTRACTOR at each Project meeting. The CONTRACTOR shall discuss scheduling concerns related to the work of each utility contractor, the COUNTY and others. The CONTRACTOR's summary bar chart of Work activities referenced above and CONTRACTOR's discussion shall identify all reasonable measures taken by the CONTRACTOR to minimize the effect of utility, COUNTY and work by others on the Progress Schedule including CONTRACTOR's cooperative scheduling of all such work. CONTRACTOR's summary bar chart and CONTRACTOR's discussion shall include the advance notification, required by subsection 6.43.2.2 including dates on which utility, COUNTY and work by others must be coordinated with the CONTRACTOR's Work and operations to avoid delay.

**6.21 CONTRACTOR Not Agent of COUNTY.** CONTRACTOR shall perform all Work under the Contract Documents as an independent contractor and shall not be considered an agent of COUNTY, nor shall CONTRACTOR's Subcontractors or Suppliers or employees be considered agents of COUNTY. CONTRACTOR and not COUNTY shall be solely responsible to any and all Subcontractors and Suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

## **6.22 Inspection and Audit.**

6.22.1 COUNTY shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all Cost and Pricing Data used by CONTRACTOR in the determination of CONTRACTOR'S Bid for the Work, in pricing, negotiating or costing Work covered by a Change Order, Change Request or Contract Claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Payment.

6.22.2 In the event of termination, the records relating to the Work, or part thereof, affected by such termination shall be made available for five (5) years after the termination. Records pertaining to Contract Claims, to litigation or the settlement of Contract Claims arising under or relating to the performance of the Work shall be made available until disposition of such appeals, litigation, or Contract Claims.

6.22.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.22, including this subsection 6.22.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to properly identify the contracting parties.

**6.23 Truth-In-Negotiation.**

6.23.1 CONTRACTOR warrants that all bid line items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and may be relied upon by COUNTY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all Cost and Pricing Data provided to ENGINEER and COUNTY during the term of the Contract Documents shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to ENGINEER and COUNTY immediately. COUNTY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and Contract Time on account of corrections to inaccurate or incomplete information provided by CONTRACTOR.

6.23.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by COUNTY to CONTRACTOR in excess of what it is entitled under the Contract Documents shall be reimbursed by CONTRACTOR to COUNTY. The making of Final Payment to CONTRACTOR shall not be a waiver of COUNTY's right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR's obligation to refund the overpayment. The terms of subsection 6.23 shall survive the COUNTY's making Final Payment.

6.23.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.23, including this subsection 6.23.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to identify properly the contracting parties.

**6.24 Correspondence.** All CONTRACTORS's correspondence shall include the COUNTY's Project name and the COUNTY's designated contract number. All CONTRACTOR's correspondence shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically to these Contract Documents only such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by ENGINEER. Any correspondence not so identified may not be accepted by ENGINEER.

**6.25 Protection of Historical Properties.**

6.25.1 CONTRACTOR shall comply with Florida's Archives and Historical Act (Chapter 267, Florida Statutes) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the Work.

6.25.2 CONTRACTOR shall be responsible for immediately reporting to the governmental entity or agency with jurisdiction any archaeological features which are encountered or unearthed during the performance of the Work, and for protecting same to the satisfaction of such governmental entity or agency. CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if COUNTY and CONTRACTOR believe the delays require an extension in Contract Time, COUNTY shall authorize the necessary change in Contract Time only and CONTRACTOR shall not be entitled to any increase in Contract Price.

**6.26 Responsibility for Connecting to Existing Services and Utilities.** At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing,

etc. Connections shall be made at a time that will result in the least possible interference with existing services.

#### **6.27 Additional Provisions.**

6.27.1 CONTRACTOR shall be responsible for all cutting of masonry and other Materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.

6.27.2 CONTRACTOR shall be responsible for preparing and delivering to ENGINEER, on a daily basis, reports recording labor and Equipment available and utilized, and Materials and Equipment received each day, on a form acceptable to ENGINEER. If CONTRACTOR fails to submit reports daily, ENGINEER may withhold approval of any Application for Payment until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any such records as requested by ENGINEER to verify that the reports are accurate.

6.27.3 CONTRACTOR shall submit to ENGINEER at the beginning of each Work shift, a list of specific items requiring final inspection, monitoring, or witnessing by ENGINEER.

#### **6.28 Inspection and Tests at Source of Supply.**

6.28.1 If the volume, progress of the Work, and other considerations warrant the ENGINEER may undertake the inspection of Materials at the source of supply.

6.28.2 The CONTRACTOR shall assure that the COUNTY representative has free entry at all times to such parts of the plant as concern the manufacture or production of the Materials ordered, and shall bear all costs incurred in providing all reasonable facilities to assist in determining whether the Material furnished complies with the requirements of the Specifications.

6.28.3 The COUNTY, however, assumes no obligation to make such inspection of Materials at the source of supply, and the responsibility for assuring that the Materials are satisfactory rests entirely with the CONTRACTOR.

6.28.4 The COUNTY may elect to retest Materials which have been tested and accepted at the source of supply, after they have been delivered, and all Materials which, when retested, do not comply with the requirements of the Specifications will be rejected.

#### **6.29 Control by Samples and Tests.**

6.29.1 The ENGINEER may require any or all Materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. Unless otherwise provided, such tests will be made by and at the expense of the COUNTY. The CONTRACTOR shall afford such facilities as the ENGINEER may require, for collecting and forwarding samples and shall not make use of, nor incorporate in the Work, any Materials represented by the samples until the tests have been made and the Materials found acceptable. The CONTRACTOR shall furnish at his own expense, the Material necessary for the required samples, delivered to the point designated, without charge. Boxes for shipping of concrete cylinders will be furnished by the COUNTY.

6.29.2 In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the ENGINEER, furnish samples taken from the completed Work at any point indicated by the ENGINEER and shall immediately replace the areas to removed with Materials and construction to conform to the Specifications and to the line and grade of the immediate surrounding pavement surface. No additional compensation will be allowed for furnishing such samples and replacing the areas with new pavement as described above.

6.29.3 Methods of sampling and testing Materials shall be in accordance with Florida Methods so far as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, but a Florida Method which is similar exists, sampling and testing shall be in accordance with the Florida Method. Whenever in these Specifications Florida, AASHTO, ASTM, or other standards are referenced without identification of the specific time of issuance, the reference shall construed to mean the most current issuance, including interims or addendums thereto, at the time of advertisement for Bids for a Project.

6.29.4 The bearing value of soils shall be determined by FDOT's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the Plans.

6.29.5 Sieves shall conform to the requirements of AASHTO M 92.

6.29.6 As a general practice, the COUNTY, in order to expedite the Work, may accept certain Materials on the basis of tests made on advance samples taken and submitted by the producer, provided that tests on a representative number of samples of the Material taken by the ENGINEER after its arrival at the Work site confirm that the Material meets the COUNTY's Specifications. In the event that tests made on the samples taken by the ENGINEER do not substantiate those made on the advance samples submitted by the producer, and there is evidence that this privilege of expediting the use of the Material is being abused, then this privilege will no longer be extended to such producer.

6.29.7 A card shall be attached to each producer's sample, showing the following information: Project designation, intended use of Material, name of producer, source of supply, quantity represented by sample, date sampled and any other information pertinent to the Material or Work. Care shall be used in preparing and shipping samples to assure that all packages are clean before Material has been placed therein, and are tied, or closed and wrapped, securely.

6.29.8 For the verification of weights or proportions and character of Materials, and determination of temperatures used in the preparation of Materials and mixtures, the ENGINEER or his authorized representative shall have access at all times to all parts of any paving or other plants connected with the Work. The CONTRACTOR shall facilitate and assist in the verification of the accuracy of all scales, measures and other devices, and shall protect them from the wind and elements whenever such protection is necessary.

6.29.9 For all aggregates entering into asphaltic concrete mixes, unless the ENGINEER specifically directs otherwise, all samples are to be selected and taken by the ENGINEER. The ENGINEER shall be advised as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, in order that he can arrange for the samples of the Materials to be taken.

6.29.10 For the designs of asphaltic concrete mixes by the COUNTY not more than three design mixes will be established without charge, for each type of mixture on any one Agreement.

### **6.30 Storage of Materials.**

6.30.1 Materials shall be so stored as to insure the preservation of their quality and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed Specifications concerning the storage of specific Materials are prescribed in Division II (Construction Details). Materials improperly stored may be rejected without testing.

6.30.2 If permitted by the ENGINEER, that portion of the right-of-way outside the clear zone not required for public vehicular or pedestrian travel may be used for storage purposes and for placing of the CONTRACTOR's plant and Equipment. Any additional space required shall be provided by the CONTRACTOR at his expense.

6.30.3 The protection of stored Materials shall be the CONTRACTOR's responsibility and the COUNTY shall not be liable for any loss of Materials, by theft or otherwise, nor for any damage to the stored Materials.

**6.31 Defective Materials.** All Materials not conforming to the requirements of the Specifications; segregated Materials, even though previously tested and approved; Materials which are or have been improperly stored; and Materials which are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. All such Materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the ENGINEER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this Section, the ENGINEER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

**6.32 Preservation of Property.**

6.32.1 The CONTRACTOR shall preserve from damage all property along the line of Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the Plans. This applies to public and private property, public and private utilities (except as modified by the provisions of 6.33), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR, and at his own expense, or he shall make good such damage or injury in an acceptable manner. The CONTRACTOR shall protect existing bridges during the entire construction period, from damage caused by any of his operations or Equipment. The CONTRACTOR will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the CONTRACTOR's use or operations result in damage to a bridge requiring repairs, such repairs shall have a prior right to any Equipment, Materials or labor at the CONTRACTOR's disposal.

6.32.2 In case of failure on the part of the CONTRACTOR to restore such property, bridge, road or street, or to make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under the Agreement contract. Nothing in this Section shall prevent the CONTRACTOR from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the Plans, which is made necessary by alteration of grade or alignment and such Work is authorized by the ENGINEER provided that such property has not been damaged through fault of the CONTRACTOR or his employees or agents.

6.32.3.1 Where the CONTRACTOR hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, COUNTY roadways or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. The above requirement may be modified in accordance with any agreement the CONTRACTOR might make with the governmental unit having jurisdiction over a particular road or bridge provided that he submits written evidence of such agreement.

6.32.3.2 Operation of Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including, but not necessarily limited to bridges, drainage structures, base course and pavement, will not be permitted. Equipment or hauling units loaded in excess of the maximum weights permitted shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its Work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as authorized by the ENGINEER.

6.32.3.3 All existing roadside traffic signs and guardrail for which permanent removal is not indicated shall be protected against damage or displacement. Whenever such signs or guardrail lie within the limits of construction, or wherever so directed by the ENGINEER due to exigencies of construction operations, the existing roadside signs and guardrail shall be taken up by the CONTRACTOR, properly stored, and subsequently reset at the original location or, in the case of widened pavement or roadbed, at locations designated by the ENGINEER.

6.32.4.1 The CONTRACTOR shall give notification to the ENGINEER or the superintendent of the railroad company appropriately in advance of (minimum of 72 hours) his beginning of any operations within the limits of the railroad right-of-way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than an established public crossing and any other Work which may affect railroad operations or property.

6.32.4.2 The CONTRACTOR shall comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims brought on account of damages or injuries resulting from the CONTRACTOR's operations within or adjacent to railroad company right-of-way shall be the CONTRACTOR's responsibility.

6.32.4.3 When protective services to insure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the Work, the railroad company will furnish such services and the COUNTY will reimburse the railroad company for the cost thereof. The CONTRACTOR shall schedule his Work which affects railroad operations so as to minimize the need for protective services by the railroad company.

### **6.33 Utilities.**

6.33.1 At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all necessary arrangements for the protection thereof have been made. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the CONTRACTOR's operations. Relocations or adjustments requested only on the basis of the CONTRACTOR's proposed use of a particular method of construction or a particular type of Equipment will not be considered as being essential to the construction of the Project if other commonly used methods and Equipment will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of Materials furnished by the CONTRACTOR will be the responsibility of and at the expense of the CONTRACTOR. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the Project shall include, but not be limited to, the following:

6.33.1.1 Utilities lying within the vertical and horizontal construction limits, plus the reasonably required Working room necessary for operation of Equipment normally used for the particular type of construction. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of ten feet (10') clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

6.33.1.2 Utilities lying within the horizontal limits of the Project and within twelve inches (12") below the ground surface or the excavation surface on which the construction Equipment is to be operated, or within twelve inches (12") below the bottom of any stabilizing course called for on the plans.

6.33.1.3 Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the Plans or special

provisions to be supported by sheeting, or the CONTRACTOR elects to sheet such excavation for his own convenience.

6.33.1.4 Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the CONTRACTOR shall provide necessary coordination and support to the utility owner in the utility owner's effecting support and protective measures to utilities. In the event that CONTRACTOR is performing utility Work for the COUNTY under the Contract Documents, the CONTRACTOR shall be responsible for providing and effecting all measures for utility support and protection during construction operations. It is the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring and other forms of support for all utilities when working adjacent to or directly upon existing and proposed utilities. The CONTRACTOR shall comply with support requirements for the duration of the Work, whether the CONTRACTOR is installing, relocating or removing roadway infrastructure (including but not limited to (1) stormwater, piping structures; or (2) any proposed traffic signalization devices; (3) roadwork including the base, subbase or final pavement) or installing or removing utilities that are owned by the COUNTY or any other utility. The CONTRACTOR shall be responsible for any damage to the utility which is caused by neglect or failure on the CONTRACTOR's part to cooperate and to use proper precaution in performing his Work. In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the ENGINEER so as to cause the least impediment to the overall construction operations. The COUNTY will not assume responsibility for utility adjustments or temporary relocation Work, nor for the conditions resulting therefrom.

6.33.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangements operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement Work may be reduced to minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted, repair Work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

6.33.3 Certain utility installations, relocations (temporary and permanent), adjustments and reconstruction work may be underway during the progress of the Work. The CONTRACTOR will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The CONTRACTOR's attention is directed to the requirements of 6.33.1 and 6.33.2 outlining responsibility for protection of utility facilities.

6.33.4 No additional monetary compensation will be allowed for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration or damages of any nature sustained by CONTRACTOR due to any delay, disruptions, constructive accelerations, inefficiency, interference relating to utilities or appurtenances or from the operations of relocating and installing utilities.

**6.34 CONTRACTOR's Responsibility For Work.** Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

**6.35 Interference with Traffic.** The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with traffic. The CONTRACTOR's vehicles and other Equipment shall be operated in such manner that they will not be a hazard or hinderance to the traveling public. Materials stored along the road shall be placed so as to cause as little obstruction to the traveling public as possible. To prevent any open trench remaining after Working hours where existing pavement is to be widened and stabilizing is not required, the CONTRACTOR shall schedule his operations such that at the end of each Work day the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth mile along the road, where either the Work of excavation has not been started or the base has been completed.

**6.36 Coordination with other Contractors.** The CONTRACTOR shall arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

**6.37 Drainage.** The CONTRACTOR shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

**6.38 Fire Hydrants.** Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and Material or obstruction shall be placed within fifteen feet (15') of any such hydrant.

**6.39 Protection of Structures.** Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

**6.40 Fencing.** On all Work which includes fencing and where the ENGINEER determines it to be necessary for maintaining the security of livestock or adjacent property, or for protection of pedestrians who are likely to gain access to the Work from adjacent property, the CONTRACTOR shall erect appropriate temporary security fence as a first order of business. Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work areas and protect persons and domestic animals. At all times, the CONTRACTOR shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

**6.41 Hazardous or Toxic Waste.** When the CONTRACTOR's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste such operations shall be discontinued in the vicinity of the abnormal conditions and the ENGINEER shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the CONTRACTOR to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The CONTRACTOR's operations shall not resume until so directed by the ENGINEER.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the CONTRACTOR performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal, payment will be made as provided in 4.4, Resolution of a report of Differing Physical Conditions.

**6.42 Contractor's Vacation.**

6.42.1 The CONTRACTOR will be allowed to suspend operations, except as provided in Subsection 6.42.7 for a total period not to exceed 14 Days annually (365 calendar day period(s), beginning with Date of Commencement of the Contract Time in order to provide vacation time for his employees. These 14 Days shall include the two periods allowed for automatic suspension, if used, and shall be divided into no more than two separate periods of vacation time.

6.42.2 Two periods of time are established for automatic time suspensions. These periods are Thanksgiving, which includes Thanksgiving Day and the following Friday, Saturday and Sunday; and Christmas, which includes December 24th through January 1st. Vacation days other than provided at Thanksgiving and Christmas will require written request. These automatic time suspensions may be approved verbally by the ENGINEER upon notification by the CONTRACTOR of his intent to shut down his operations for one or both of these periods. If the CONTRACTOR does not shut down his operations during these periods, Contract Time will be charged as usual.

6.42.3 The CONTRACTOR shall submit written request to the ENGINEER for permission to suspend operations at least ten days in advance of the date of suspension.

6.42.4 The COUNTY reserves the right to refuse permission for a suspension (including automatic suspensions) when it might cause undue inconvenience to the traveling public or when, because of other factors, uninterrupted prosecution of the Work is essential.

6.42.5 The CONTRACTOR shall retain sufficient personnel at the job site to properly maintain all maintenance of traffic requirements.

6.42.6 Contract Time will not be charged during the period of any approved suspension for vacation, as long as no Work (with the exception of that specified in 6.42.5) is accomplished on the Project.

6.42.7 The CONTRACTOR shall not be permitted to suspend operations for vacation periods when the CONTRACTOR has failed to achieve Substantial Completion in accordance with the Contract Documents.

### **6.43 Computation of Contract Time.**

6.43.1 The CONTRACTOR shall perform fully, entirely and in accordance with the Specifications, the contracted Work within the Contract Time or as may be extended in accordance with the Contract Documents. The CONTRACTOR acknowledges that the allowable Contract Time is calculated with consideration given that significant Work is not normally accomplished on Saturdays, Sundays, COUNTY Legal Holidays and during seasonal inclement weather conditions common to Central Florida with accompanying normal delays in prosecution of Work on controlling items. The effect on job progress of utility relocation and adjustments and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans, has also been considered in the computation of the allowable Contract Time.

#### 6.43.2 Adjusting Contract Time.

6.43.2.1 The COUNTY may grant an extension of Contract Time when a Controlling Work Item is delayed by factors not anticipated or foreseeable at the time of Bid. Such extension of time may be allowed only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the agreement results in delays in the Controlling Work Items, such delays will be considered as a basis for granting credit to the Contract Time. Extensions of Contract Time will not be granted for delays due to the fault or negligence of the CONTRACTOR. Time extensions for delays caused by the effects of inclement weather are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the CONTRACTOR from productively performing Controlling Work Items resulting in:

(1) The CONTRACTOR being unable to work at least 50 percent of the normal Work day on pre-determined Controlling Work Items due to adverse weather conditions or;

(2) The CONTRACTOR must make major repairs to Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the CONTRACTOR, and providing that the CONTRACTOR was unable to Work at least 50 percent of the normal Workday on pre-determined Controlling Work Items.

The affect of utility relocation (temporary and permanent) and adjustment Work on job progress will be considered as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of utility Work not detailed in the Plans or utility Work detailed in the Plans which is not accomplished in reasonably close accordance with the schedule;

(2) Utility Work actually affected progress toward completion of Controlling Work Items; and,

(3) The CONTRACTOR took all reasonable measures to minimize the effect of utility Work on job progress including cooperative scheduling of his operations with the scheduled utility Work at the preconstruction conference, at Project meetings, and providing adequate advance notification was given to utility companies at Project meetings as to the dates on which their operations must be coordinated with the Contractor's operations to avoid delays.

(4) Such delays exceed thrity (30) impact to Controlling Work Items.

6.43.2.2 Extension of Contract Time under the provisions of these Contract Documents shall not entitle CONTRACTOR to additional compensation or form the basis for Contract Claims.

#### **6.44 Rights In and Use of Materials Found On the Site of the Work.**

6.44.1 Except as provided in the Plans and Specifications, all Materials which are not the property of the COUNTY or other persons, in both roadway and structures, found on the right-of-way, and all Material in structures removed by the CONTRACTOR, shall become the property of the CONTRACTOR and shall be disposed of by him. Such Materials shall not include earth or other excavated Material required for the construction of the Work. Materials from existing structures required to be removed and which are designated to remain the property of the COUNTY may generally be used by the CONTRACTOR during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given, and shall subsequently be stored in an accessible location if so directed by the ENGINEER.

6.44.2 Any ornamental trees and shrubs existing in the right-of-way, which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, or to be removed by others prior to the construction operations, shall become the property of the CONTRACTOR.

**6.45 Final Cleaning Up of Right-of-Way.** Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's right-of-way and adjacent

property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed and the roadway in a neat and presentable condition throughout the entire length of the Work.

#### **6.46 Maintenance of Traffic.**

6.46.1 The Maintenance of Traffic requirements of the Contract Documents are essential life safety requirements designed to assure the safety of the traveling public.

6.46.2 Project specific Maintenance of Traffic requirements may be set forth in the Supplementary Conditions. If Project specific Maintenance of Traffic requirements are set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic is deleted. If Project specific Maintenance of Traffic requirements are not set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic shall apply.

#### **6.47 Pollution, Vibration and Noise Controls.**

6.47.1 Scope of Work. The CONTRACTOR shall minimize noise, vibration, and air pollution caused by construction activities. The CONTRACTOR shall control the generation and disposal of solid and hazardous wastes.

6.47.2 Implementation.

6.47.2.1 Noise Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR shall comply with all COUNTY Ordinances and regulations dealing with noise abatement.

6.47.2.2 Vibration Control shall be in accordance with Federal, State, and COUNTY regulations. It is the CONTRACTOR's sole responsibility to prevent damage from vibration to adjacent structures and property.

6.47.2.3 Air Pollution Control shall be in accordance with Federal, State, and COUNTY regulations.

#### **6.48 Dust and Waste Control.**

6.48.1 CONTRACTOR shall take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

6.48.2 Solid and Hazardous Waste Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR is solely responsible for the disposal of any hazardous waste that is generated by the CONTRACTOR's operation.

6.48.3 In order to implement these regulations, CONTRACTOR shall use the following procedures and techniques:

6.48.3.1 Air Pollution.

- (a) Dust
  - (i) Cover loads of materials, debris and soil transported from construction sites.
  - (ii) As necessary, provide street sweeps and water downs on streets which have heavy volumes of construction vehicles carrying debris and excavated materials.
  - (iii) As needed, wash trucks which haul soil from the site.
  - (iv) Water down construction sites as needed to suppress dust, during handling of excavation soil, debris or during demolition.

(b) Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(c) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities.

#### 6.48.3.2 Solid and Hazardous Waste.

(a) Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. Hazardous material shall be disposed of at properly permitted disposal facilities.

(b) Haul routes for transporting solid or hazardous wastes shall comply with the requirements of state and local authorities.

### 6.49 Temporary Facilities.

6.49.1 Description. This section describes the CONTRACTOR'S responsibility for temporary facilities and utilities that the CONTRACTOR may require during construction.

#### 6.49.2 Scope.

6.49.2.1 Provide temporary facilities required which may include, but are not necessarily limited to, the following:

- (a) Telephone (two lines at a minimum)
- (b) Storage sheds
- (c) Temporary water service
- (d) Temporary sanitary service
- (e) Temporary lighting and electrical service
- (f) Temporary fire protection
- (g) Temporary office trailers, including temporary utilities
- (h) Safety and Visitor Protection

6.49.2.2 Furnish and install temporary water service for use throughout construction period.

- (a) Water for construction purposes.
- (b) Water for other purposes:
  - (i) Testing
  - (ii) Temporary sanitary facilities
  - (iii) Cleaning
- (c) Drinking water.

6.49.2.3 Maintain adequate volume of water for all purposes.

6.49.2.4 Provide separate supply of potable water. If supplied from COUNTY source, the system shall be protected by approved back flow devices.

6.49.2.5 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable codes and standards.
- (b) Enforce sanitary practices.

- (c) Prevent abuse of services.
- (d) Prevent wasteful use of water.

6.49.2.6 Pay costs for temporary water supply used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

6.49.2.7 Requirements of Regulatory Agencies.

- (a) Obtain, pay for permits, fees, deposits required by governing authorities.
- (b) Comply with federal, state and local codes.

6.49.3 Temporary Electricity and Lighting.

6.49.3.1 Furnish, install and maintain adequate temporary lighting and electric power service for construction needs throughout construction period. **ALL TEMPORARY ELECTRICAL FACILITIES SHALL MEET THE REQUIREMENTS OF ALL PERTINENT BUILDING CODES.**

6.49.3.2 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable standards.
- (b) Enforce safe practices.
- (c) Prevent abuse of services.

6.49.3.3 Pay costs of, installation, maintenance and removal of temporary electrical services used.

6.49.3.4. Requirements of Regulatory Agencies.

- (a) Obtain and pay for permits as required by governing authorities.
- (b) Comply with applicable codes.
  - (i) National Electrical Code.
  - (ii) National Electrical Safety Code.
  - (iii) National Fire Protection Association Pamphlet.
  - (iv) Federal, state and local codes and utility company regulations.

6.49.3.5 Provide night security lighting at secured areas within construction limits at offices, storage facilities and excavated areas.

6.49.4 Temporary Sanitary Facilities.

6.49.4.1 Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

- (a) Potable water for construction personnel:
  - (i) Portable containers to dispense drinking water.
- (b) Enclosed toilet facilities for construction personnel.

6.49.4.2 Maintain strict supervision of use of facilities.

- (a) Enforce conformance with applicable standards.
- (b) Maintain, service and clean facilities.
- (c) Enforce proper use of sanitary facilities.

6.49.4.3 Cost of Installation and Operation.

- (a) Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
- (b) Pay service charges for use of portable units.
- (c) Pay costs of water or ice.

6.49.4. Facility Locations.

- (a) Within the project site.
- (b) Drinking water: Convenient to work stations.
- (c) Toilet and washing facilities:
  - (i) Secluded from public observation if possible.
  - (ii) Convenient for use of personnel in relation to work stations.

6.49.4.5 Requirements of Regulatory Agencies.

- (a) Obtain and pay for permits as required by governing authorities.
- (b) Comply with federal, state and local codes, and utility company regulations.

6.49.5 Contractor Employee Parking.

6.49.5.1 The CONTRACTOR is to submit a plan of intended parking areas prior to mobilizing on site.

6.49.5.2 The CONTRACTOR is to maintain strict supervision of use of the parking areas. The CONTRACTOR is to maintain, service and clean the areas.

6.49.6 Contractor Offices.

6.49.6.1 If the CONTRACTOR is going to move an office trailer to the Project site, the CONTRACTOR'S and subcontractor's office trailers are to be located in an area approved by the COUNTY.

6.49.6.2 The CONTRACTOR shall provide the following temporary utilities for the office trailers:

- (a) Potable water
- (b) Sanitary sewer
- (c) Electrical
- (d) Telephone (two lines at a minimum)

6.49.6.3 The CONTRACTOR shall be responsible for costs of installing the utilities from the points of connection, maintenance, and removal of all materials for all temporary utilities. Additionally, the CONTRACTOR shall be responsible for maintenance and removal of parking areas around the CONTRACTOR'S office trailers. This shall include policing the area of litter and debris, and weed control.

6.49.6.4 Provide and maintain a temporary fire protection system as construction progresses for control of fires that may occur during construction. Temporary fire protection shall be provided in accordance with Code requirements.

6.49.6.5 The CONTRACTOR shall provide, at his expense, a field office for the exclusive use of the ENGINEER. This field office shall be located within the right-of-way or in a close proximity of the Work areas and shall be provided subject to the provisions hereinafter stipulated. The CONTRACTOR shall confer with the ENGINEER prior to establishing the field office and obtain approval as to location, Materials, layout and required details and facilities. This field office shall, in general, consist of the following features:

6.49.6.6 Have a total of not less than five hundred (500) square feet of floor space, exclusive of utility room and toilet room.

6.49.6.7 Shall consist of a trailer (or two (2) attached trailers), new or existing building (commercial or residential). The CONTRACTOR shall perform whatever work necessary to comply with the requirements of this Section.

6.49.6.8 Shall be partitioned as directed by the ENGINEER providing, in general, a minimum number of areas as follows: ENGINEER'S office, drafting room, two (2) storage closets and hallways. The utility room and toilet room shall be fully enclosed as separate rooms.

6.49.6.9 All fully enclosed offices, laboratory, utility room and toilet room shall be quipped with inside doors.

6.49.6.10 Have at least two (2) hinged or sliding windows on each face of the building.

6.49.6.11 Have at least two (2) entrance doors which can be securely locked.

6.49.6.12 Be of substantial construction with interior finish, floored, insulated and covered with weatherproof roof.

6.49.6.13 Be equipped with screen doors, window screens and be dust and wind-tight.

6.49.6.14 Be outfitted with at least the following furnishings.

- (a) 2 (3'x5') office desks with chairs
- (b) 1 drafting table with stool
- (c) 1 (3'x5') plan layout table; sturdily constructed
- (d) 12 straight back chairs
- (e) 1 four drawer steel filing cabinet
- (f) 2 bookcases with a minimum three shelves each
- (g) 2 plan racks; each capable of handling 5 plan sets
- (h) 1 (2'x3') ENGINEER'S sign; prominently displayed
- (i) 2 (3'x6') conference tables

The ENGINEER'S field office shall be furnished with portable electrical heating units, control, air conditioning capable of maintaining an indoor temperature of 68 degrees when the outside temperature is 95 degrees in the shade, illumination, conveniently located 110V outlets, inside sanitary and disposal facilities (including a lavatory or washbasin and toilet), hot and cold water supply, drinking water supply, and not less than two (2) private telephone lines. The toilet shall be connected to a sanitary sewer system or to a septic system furnished, installed and maintained by the CONTRACTOR. The field office shall be kept in good repair and serviceable against weather conditions for the duration of the Agreement. Daily janitorial service and maintenance service shall be provided throughout the Contract Period. All utility bills shall be paid by the CONTRACTOR except the CONTRACTOR will be reimbursed for all telephone calls made by the ENGINEER outside the local exchange area. The CONTRACTOR shall, at a convenient location adjacent to the field office, provide and maintain parking facilities for the accommodation of a minimum of five (5) automobiles. This area shall be graded, prepared for drainage and surfaced with crushed stone or other acceptable material including a driveway connecting it to the nearest paved road. In the event the ENGINEER'S field office or appurtenant facilities are damaged or destroyed during the Agreement period, the CONTRACTOR shall, at his expense, repair or replace the same to its original condition. The CONTRACTOR shall be responsible for obtaining all necessary permits for the construction of the building and utilities and shall otherwise comply with the codes and regulations of local, City, and County agencies, and public and private utilities and shall pay all connection fees in connection therewith. Upon satisfactory completion and acceptance of all Work under this Agreement, the field office and all facilities and furnishings provided therewith by the CONTRACTOR shall remain the property of the CONTRACTOR and shall be removed by him from the site of the Project. Any furnishings or items which may be furnished personally by the ENGINEER shall remain the property of the ENGINEER. No separate payment will be made for furnishing, maintaining, servicing and ultimately removing the aforescribed field office and sanitary facilities and all costs in connection therewith shall be considered incidental to the Agreement and fully covered in the price paid for the various items of Work set out in the Agreement.

**6.50 Video and Photographs.**

6.50.1 CONTRACTOR shall provide the COUNTY with a video record of the existing conditions prior to construction. This video shall be a standard VHS Cassette format. The following features shall be shown in a clear manner, but not limited to the following:

- (a) All existing features and improvements within the right-of-way.
- (b) All existing features and improvements within temporary construction easements.
- (c) All existing features and improvements within permanent easements.
- (d) All existing features and improvements adjacent to any construction.

6.50.2 Detail of the video shall be such that the following features and improvements shall be clear and visible:

- (a) Cracks in walls.
- (b) Condition of fencing.
- (c) Condition of planted areas and types of vegetation.
- (d) Condition of sodded areas.
- (e) Conditions of sprinkler systems and associated controls and wiring.
- (f) Condition of signs.
- (g) Conditions of lighting and associated wiring.

Significant detail of any pre-existing damages to physical features and improvements shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers. This video record shall be presented to the COUNTY within thirty (30) Days of the Commencement Date specified in the Notice to Proceed.

6.50.3 CONTRACTOR shall provide COUNTY with still photographs of the existing conditions prior to construction. The scope and detail of required still photographs may be further detailed in the Supplementary Conditions.

**6.51 Field Materials on Private Property.** Work performed on private property when the COUNTY owns permanent easements for access, drainage facilities, or other purposes, may require excavation and the use of fill materials. The CONTRACTOR shall, when possible, backfill excavated lands with the fill materials originally excavated. In any event the filling of excavated lands shall be accomplished using material of substantial similarity to the excavated material.

## **SECTION 7 - WORK BY OTHERS**

### **7.1 Related Work At Site.**

7.1.1 COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let other direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.1.2 CONTRACTOR shall afford each owner and contractor (or COUNTY, if COUNTY is performing the additional work with COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and Equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make it integrate properly with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.1.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of COUNTY or any such other contractor or owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work. Wherever Work to be performed by CONTRACTOR is dependent upon the work of any separate contractor, CONTRACTOR shall: (1) coordinate his Work with the dependent work; (2) provide necessary dependent data and requirements; (3) supply or install items to be built into dependent work of others; (4) make provisions for dependent work; (5) check and verify dependent dimensions of previously placed work; (6) notify ENGINEER of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of any such Work; and (7) not proceed with any such Work until any unsatisfactory dependent conditions have been corrected. Installation of work by CONTRACTOR or by a Subcontractor in any given area shall constitute acceptance by CONTRACTOR or by such Subcontractor of all previously placed dependent work, subject to the exceptions previously noted.

7.1.4 If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Unless otherwise provided in the Supplementary Conditions, coordination with other contractors will be the responsibility of CONTRACTOR and neither COUNTY nor ENGINEER shall have any authority or responsibility in respect of such coordination.

### **7.2 Mutual Duties and Responsibilities.**

7.2.1 Should CONTRACTOR cause damage to the work or property of any separate contractor or owner performing work at or contiguous to the site, or should any claim arising out of CONTRACTOR's performance of Work at or contiguous to the site be made by any separate contractor or utility owner against CONTRACTOR, COUNTY, ENGINEER, or ENGINEER OF RECORD, CONTRACTOR shall promptly attempt to settle with such separate contractor or utility owner by agreement, or to otherwise resolve the dispute at equity or at law.

7.2.2 Should any separate contractor or owner cause damage to the Work or property of CONTRACTOR, or should the performance of work by any separate contractor or owner at or contiguous to the site give rise to any other claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with such separate contractor or owner by agreement, or to otherwise resolve the dispute at equity or at law. CONTRACTOR shall not institute any action, legal or equitable, against COUNTY, ENGINEER, ENGINEER OF RECORD, or their consultants directors, officers, agents, and employees or permit any action against them to be maintained and continued in its name or for its benefit in any court or before any arbiter which

seeks to impose liability or recover damages from COUNTY, ENGINEER, ENGINEER OF RECORD or their consultants, directors, officers, agents, or employees on account of these.

7.2.3 In the event that COUNTY incurs costs contrary to the provisions of this subsection, COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

**7.3 Extensions in Contract Time.** If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension in Contract Time; if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, ENGINEER, and ENGINEER OF RECORD, and their consultants, agents and employees for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

**7.4 Contract Time Coordination.**

7.4.1 CONTRACTOR shall give prompt written notice to COUNTY, ENGINEER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others. Within seven (7) days thereafter, CONTRACTOR shall be required to deliver to ENGINEER proposed actions to either (a) prevent an adverse effect on the Progress Schedule of the other contractors arising from delays to the Work, or (b) prevent or overcome an adverse effect on the Progress Schedule for the Work arising from delays from another contract.

7.4.2 When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to ENGINEER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

7.4.3 When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

## **SECTION 8 - COUNTY'S RESPONSIBILITIES**

### **8.1 General.**

8.1.1 COUNTY shall generally issue all communications to CONTRACTOR through ENGINEER. However, communications related to 3.5540 – “Contract Claims” of Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions, shall be issued by the COUNTY's Purchasing Manager or County Manager.

8.1.2 In case of termination of the employment of ENGINEER, COUNTY shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.1.3 COUNTY shall furnish the data required of COUNTY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Section 14.

8.1.4 COUNTY's duties in respect of providing lands and easements and engineering surveys to establish reference points, and identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER OF RECORD in preparing the Drawings and Specifications are set forth in Section 4.

8.1.5 COUNTY will issue unilaterally or negotiate, at its discretion, Change Orders as provided in these Contract Documents.

8.1.6 COUNTY's responsibility in respect of certain inspections, tests and approvals is set forth in Section 13.

8.1.7 COUNTY may allow its consultants, agents, attorneys, employees, and others access to the site. CONTRACTOR shall cooperate with COUNTY in allowing such access.

## SECTION 9 - ENGINEER'S AND ENGINEER OF RECORD'S STATUS DURING CONSTRUCTION

**9.1 COUNTY'S Representative.** ENGINEER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of ENGINEER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and ENGINEER.

### **9.2 Visits to Site.**

9.2.1 ENGINEER OF RECORD may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.2.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

**9.3 Project Representation.** ENGINEER, in the ENGINEER's sole discretion, may furnish a Project Manager and Field Representative(s) including inspectors to assist ENGINEER in observing the performance of the Work. In the event that ENGINEER elects not to furnish a Project Manager, Field Representative or Inspectors, the ENGINEER or its designated agents shall perform the duties of the Project Manager, Field Representative or Inspectors set forth in the Contract Documents. COUNTY may designate another agent to represent COUNTY at the site who is not ENGINEER's agent or employee.

### **9.4 Duties, Responsibilities and Limitations of Authority of Project Manager.**

9.4.1 Project Manager will act as directed by ENGINEER and will confer with ENGINEER regarding his activities. Project Manager will perform the duties and responsibilities described herein with the assistance of Field Representative(s). ENGINEER shall generally issue all communications to CONTRACTOR through Project Manager, including but not limited to communications directed to CONTRACTOR, from COUNTY through ENGINEER. CONTRACTOR shall generally issue all communications to COUNTY, ENGINEER OF RECORD and ENGINEER through Project Manager.

9.4.2 Project Manager will provide instructions to Field Representative(s) on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared by Field Representative(s); prepare draft Field Orders, Change Requests or Change Orders as required and review them with Field Representative(s), ENGINEER or COUNTY, as applicable.

9.4.3 Project Manager will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

9.4.4 Project Manager will serve as ENGINEER's liaison with CONTRACTOR, Working principally through CONTRACTOR's superintendent, to assist in understanding the intent of the Contract Documents, and will serve as COUNTY's liaison with CONTRACTOR when CONTRACTOR's operations affect COUNTY's on-site operations, and when additional information is required from COUNTY for proper execution of the Work.

9.4.5 Project Manager will advise CONTRACTOR, through or with the assistance of Field Representative(s), of the commencement of any Work requiring a Shop Drawing or sample, when it is observed that a submittal has not been reviewed by ENGINEER OF RECORD.

9.4.6 Project Manager will conduct general on-site observations of the Work in progress and receive Field Representative(s)'s observation comments and non-conformance reports, to determine if the Work is proceeding in accordance with the Contract Documents.

9.4.7 Project Manager will notify CONTRACTOR of disapproval or rejection of Work whenever Project Manager or ENGINEER believe that any Work is Defective, and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

9.4.8 Project Manager will notify CONTRACTOR of any Work that is to be uncovered for observation, testing inspection or approval.

9.4.9 Project Manager will accompany, through or with the assistance of Field Representative(s), visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections and report to ENGINEER.

9.4.10 Project Manager will transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.4.11 Project Manager will consider and evaluate CONTRACTOR's proposed variations and the changes in the Work or the Contract Documents and report such proposals and evaluations to ENGINEER. Project Manager will communicate decisions on such proposals to CONTRACTOR as issued by ENGINEER or COUNTY.

9.4.12 Project Manager will report promptly to ENGINEER and COUNTY upon gaining knowledge of the occurrence of any accident at the site.

9.4.13 Project Manager will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

9.4.14 Project Manager will consult as appropriate with ENGINEER in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

9.4.15 Project Manager will review and evaluate CONTRACTOR's Application for Payment and advise ENGINEER accordingly.

9.4.16 Project Manager will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise ENGINEER accordingly.

9.4.17 Project Manager will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to ENGINEER concerning Acceptance.

9.4.18 During the course of the Work, the Project Manager will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and deliver this Material to ENGINEER.

9.4.19 Project Manager will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Project Manager's authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests, unless qualified by an appropriate certifying agency.

## **9.5 Duties, Responsibilities and Limitations of Authority of Field Representative(s).**

9.5.1 As requested by Project Manager, Field Representative(s) will assist in obtaining from COUNTY additional details or information, when required at the job site for proper execution of the Work.

9.5.2 Field Representative(s) will advise Project Manager and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if he observes that a submittal(s) has not been reviewed by ENGINEER OF RECORD.

9.5.3 Field Representative(s) will conduct on-site observations of the Work in progress to assist Project Manager in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will substantially conform to the Contract Documents.

9.5.4 Field Representative(s) will notify CONTRACTOR and report to Project Manager for review and possible disapproval or rejection by ENGINEER or Project Manager whenever he believes that any Work is defective.

9.5.5 Field Representative(s) will notify CONTRACTOR and report to Project Manager for determination of necessary action by ENGINEER or Project Manager when he believes Work should be uncovered for observation, testing, inspection or approval.

9.5.6 Field Representative(s) will verify that tests, Equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel and that CONTRACTOR maintains adequate records thereof; observe, record and report to Project Manager appropriate details relative to the test procedures and start-ups.

9.5.7 Field Representative(s) will report to Project Manager when clarifications and interpretations of the Contract Documents are needed or requested.

9.5.8 Field Representative(s) will keep a diary recording hours on the job site, weather conditions, data relative to questions of extras or deductions, lists of visiting officials and representatives of Suppliers, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Field Representative(s) will summarize such information on the daily diary and submit copies to Project Manager.

9.5.9 Field Representative(s) will assist Project Manager with record keeping as directed by Project Manager.

9.5.10 Field Representative(s) will report immediately to COUNTY, ENGINEER and Project Manager upon gaining knowledge of the occurrence of any accident.

9.5.11 Field Representative(s) will assist Project Manager with the review and evaluation of CONTRACTOR's Application for Payment, noting particularly their relation to the schedule of values, Work completed, and Materials and Equipment delivered at the site but not incorporated in the Work.

9.5.12 Field Representative(s) will prepare draft lists of items to be completed or corrected (punch lists) as directed by Project Manager.

9.5.13 Field Representative(s) will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Field Representative(s)'s authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests unless qualified by an appropriate certifying agency.

**9.6 Clarifications and Interpretations.** ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

**9.7 Authorized Variations in Work.** ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

**9.8 Rejecting Defective Work.** ENGINEER will have authority to disapprove or reject Work at any time during the construction of the Work, which ENGINEER believes to be Defective. ENGINEER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

**9.9 Determinations of Quantities and Classifications of Unit Price Work.** ENGINEER will determine the actual quantities of each classification of Unit Price Work. ENGINEER will review with CONTRACTOR, ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon CONTRACTOR, unless, within seven (7) days after the date of any such decision, CONTRACTOR delivers to COUNTY written notice of a Contract Claim.

**9.10 Decisions on Disputes.** ENGINEER will be the initial interpreter of the requirements of the Contract Documents, and in such capacity will render initial determinations in respect of the acceptability of the Work thereunder. Unless otherwise provided in the Contract Documents, notices, proposals or other matter relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this subsection which ENGINEER will render within a reasonable time. ENGINEER's written determination thereon shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such decision.

**9.11 Limitations on ENGINEER's and ENGINEER OF RECORD's Responsibilities.**

9.11.1 Neither ENGINEER's or ENGINEER's OF RECORD authority to act under this Section or elsewhere in the Contract Documents nor any decision or determination made by ENGINEER or ENGINEER OF RECORD in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of ENGINEER or ENGINEER OF RECORD to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any Surety for any of them.

9.11.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER or ENGINEER OF RECORD as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER or ENGINEER OF RECORD any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Section.

9.11.3 ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's means, schedules, methods, techniques, sequences or procedures of construction, or the safety precautions and

programs incident thereto, and ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.11.4 ENGINEER and ENGINEER OF RECORD will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

## **SECTION 10. CHANGES IN THE WORK**

### **10.1 Changes in the Work.**

10.1.1 Without invalidating the Agreement and without notice to any Surety, COUNTY may, at any time, by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved (based on the conditions stated and other applicable conditions in the Contract Documents). If a change under this Section causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, COUNTY will make an adjustment as provided in Section 11.

10.1.2 COUNTY or ENGINEER may present to CONTRACTOR a change request requesting that CONTRACTOR submit a proposal for an adjustment in Contract Price or Contract Time or both for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data and the directions given in the change request within 14 days of receipt. Said proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be prepared and in sufficient detail and with documentation such that ENGINEER can (1) analyze all Material, labor, Equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the Work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Contract Documents of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with.

10.1.3 COUNTY or ENGINEER may give instructions which may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. Any instruction, direction, interpretation, or determination from COUNTY or ENGINEER which causes a change shall be treated as a change under this Section provided that CONTRACTOR gives ENGINEER written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to ENGINEER within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No Contract Claim, change or notice by CONTRACTOR will be allowed if asserted after Work has commenced on, or if notice is not provided within the stated time limit provided after receipt of, the instruction, direction, interpretation, or determination from COUNTY, ENGINEER, or any other source.

10.1.4 In making changes under this Section, COUNTY may give consideration to a notice, proposal or Contract Claim from CONTRACTOR, provided the notice, proposal or Contract Claim is presented in accordance with the requirements of this Section. CONTRACTOR shall provide COUNTY or ENGINEER any additional or supplemental information requested for purposes of evaluation of CONTRACTOR's submittal, but such requests by the COUNTY or ENGINEER will not constitute acceptance of the notice, proposal or Contract Claim.

10.1.5 ENGINEER will evaluate a change notice from CONTRACTOR, and COUNTY will review with CONTRACTOR the results of the evaluation before rendering a determination. If COUNTY, with the advice of ENGINEER, concurs that a change in the Work has occurred or been ordered, CONTRACTOR will be directed to submit a proposal for an adjustment. If COUNTY concludes that a change has not occurred or been ordered, COUNTY's determination shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days from receipt of such decision.

### **10.2 Change Orders and Change Requests.**

10.2.1 Contract Price, Contract Time or scope of the Work shall be changed only by Change Order (unilateral or bilateral).

10.2.2 A Change Order duly executed by COUNTY and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential and cumulative costs and delays, and CONTRACTOR's execution of the Change Order represents a waiver of any and all rights to file a Contract Claim on account of that instrument. An executed Change Order constitutes an accord and satisfaction of all claims related to the Change Order.

10.2.3 COUNTY and CONTRACTOR shall execute Change Orders covering changes in the Work (including any necessary adjustments in Contract Price or Contract Time) which are ordered or agreed to by the parties, changes in Contract Price or Contract Time which are agreed to in total with reasonable promptness. Adjustments to Contract Price resulting from changed Work shall only be included in Applications for Payment after a Change Order has been duly executed.

10.2.4 A Change Order, duly executed by COUNTY, but not executed by CONTRACTOR, or executed by CONTRACTOR with a notice of reservation of rights to claim additional adjustments under a Contract Claim, shall become final and binding on CONTRACTOR as a unilateral Change Order, without consideration of the reservation of rights, unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days after receipt of that instrument.

### **10.3 Waivers.**

10.3.1 No Contract Claim by CONTRACTOR for an adjustment under these Contract Documents shall be allowed for any costs, disruption, suspension, interference, inefficiency, constructive acceleration or delay incurred more than seven (7) days before CONTRACTOR gives written notice as required.

10.3.2 No Contract Claim by CONTRACTOR for an adjustment under this Section shall be allowed if made after the date of Final Payment.

10.3.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time.

10.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a Contract Claim under Section 11 such Contract Claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes it is entitled. Except as COUNTY and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled under Section 11 where such Contract Claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the Contract Claim, and (3) any Contract Claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

10.3.5 CONTRACTOR recognizes and accepts the notice provisions of these Contract Documents as material conditions of the Contract Documents and agrees to make no claim based upon COUNTY'S actual notice or lack of prejudice to the COUNTY.

## **SECTION 11 CHANGES IN CONTRACT PRICE OR CONTRACT TIME**

**11.1 Changes in Contract Price or Contract Time.** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for the Work. All duties, responsibilities, risks of every nature, and obligations assigned or undertaken by CONTRACTOR shall be at CONTRACTOR's sole expense without change in the Contract Price or Contract Time except as set out below.

### **11.2 Change Requests or Contract Claims Substantiating Adjustments.**

11.2.1 Supporting data for any change request or Contract Claim by the CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. Said proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Such breakdown shall include itemizations by trade of all labor with man hours and hourly rates, Equipment with hours of use and rates, and Material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the Work, including copies of purchase orders, invoices and subcontract change orders.

11.2.2 CONTRACTOR change request or Contract Claim shall state in writing, and provide evidence that the amounts included cover all direct, supplemental, indirect, consequential, and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite CONTRACTOR's reasonable, prudent and diligent efforts to mitigate them.

11.2.3 CONTRACTOR change request and Contract Claim supporting data shall become due within seven (7) days of receipt of a change request or receipt by COUNTY of written notice of Contract Claim and shall remain firm for a period of not less than sixty (60) days from receipt by ENGINEER of the proposal or supporting data. Any delay in the submittal of change request or Contract Claim will not justify or constitute basis for an increase in Contract Price or Contract Time. Contract Claims shall be submitted on the forms provided in the Contract Documents.

11.2.4 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any Contract Claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Section 10 and this Section are not complied with.

11.2.5 Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the change request shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the Work involved.

11.2.6 Contract Claims shall cover all aspects of the Work involved, whether relating to deleted, added, revised, or impacted items of Work. Amounts for Subcontractors or Suppliers at any tier shall be equally supported.

11.2.7 Contract Claims for an adjustment in Contract Price or Contract Time shall not be valid unless submitted in accordance with Section 10 and this Section.

11.2.8 Contract Claims shall be resolved under Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions.

### **11.3 Methods for Determining Adjustments in Contract Price.**

11.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered, negotiated pursuant to these General Conditions, or a Contract Claim, collectively to be referred to as the "Work involved," are limited to the following:

11.3.2 Where the Work involved is covered or is of the same character as Unit Price Work (whether the Work involved is within the Project limits or not), by application of those Unit Prices to the quantities of the items involved (subject to the provisions covering Unit Price Work). No additional allowances or charges shall be added to these Unit Prices.

11.3.3 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section.

11.3.4 By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the Work involved, determined as specified in this Section.

11.3.5 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, COUNTY may direct CONTRACTOR to proceed with the Work involved on the basis of actual costs in accordance with this Section. When the cost of the Work basis is directed by COUNTY, COUNTY shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the Material and Equipment used and labor employed. Failure to submit this information for acknowledgement by the ENGINEER within one day after any part of the Work is performed shall result in any discrepancy between ENGINEER's records and CONTRACTOR's records being resolved in favor of the ENGINEER's records.

11.3.6 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, and the COUNTY does not wish to proceed on a Cost of the Work basis as described in subsection 11.3.5, COUNTY with the advice of ENGINEER shall determine a reasonable adjustment of the Contract Price for the Work involved on the basis as described in Section 10 and this Section. The adjustment in Contract Price and Contract Time will be issued by unilateral Change Order and CONTRACTOR shall be paid on that basis. COUNTY's determination shall be final and binding unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such unilateral Change Order.

11.3.7 Where the Work involved is not covered by any of the preceding methods, and when payment is to be determined under the COUNTY's Contract Claims procedures or by a court of competent jurisdiction, it is agreed that the actual cost of the Work method shall be the appropriate method for determining the cost of the Work involved. Payroll, Equipment, Material and other costs will only be allowable when determined from daily time sheets which expressly correlate to the Work involved, were prepared while Work was in progress, clearly list actual units and usage, and were submitted to ENGINEER as the Work was performed. Costs, including but not limited to, office overhead and home office overhead of CONTRACTOR or subcontractors of every tier, shall not be derived from the computation of a rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methodology.

11.3.8 Anticipated or actual costs computed for the Work involved means the sum of all incremental costs which would be, or actually were, necessarily incurred by CONTRACTOR in the proper performance of the Work. Those costs shall be in amounts no higher than those prevailing in the locality of the Project or as allowed elsewhere in these Contract Documents, and shall include only the appropriate items for labor, Material, Equipment, and supplemental costs specified below.

#### **11.4 Determining Cost Adjustments to Changes in Contract Price.**

11.4.1 CONTRACTOR shall provide to ENGINEER proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Section.

11.4.2.1 Changes in the Contract Price made on the basis of the methods described in Section 11.3 shall be based upon the following: Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in furnishing and incorporating Materials or Equipment in the Work involved. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, Workers compensation, health and retirement benefits, vacation and Holiday pay, and other payments pursuant to union agreements but shall exclude profit sharing, bonuses, and similar

remunerations. Labor charges shall be allowed only for hourly labor directly involved in the Work. Such personnel may include Working foreman at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Section. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by union agreements or by mutual agreement between COUNTY and CONTRACTOR prior to the commencement of the Work. The expenses of performing Work outside of normal Working hours, on weekends or Holidays, shall be included in the above to the extent authorized by COUNTY as set out in the Contract Documents.

11.4.2.2 Payments by CONTRACTOR to Suppliers for all Material and Equipment in the Work involved, including transportation and storage costs, and necessary Suppliers field services. All cash deposits shall accrue to COUNTY, if COUNTY advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. When required by COUNTY, CONTRACTOR shall obtain competitive bids from Suppliers in order to achieve a reasonable price. When determining Material and Equipment costs, actual invoices segregating items associated with Work involved shall be the record upon which actual costs shall be based.

11.4.2.3 Payments by CONTRACTOR to Subcontractors for Work involved performed by Subcontractors. When required by COUNTY, CONTRACTOR shall obtain competitive detailed bids from Subcontractors in order to achieve a reasonable price. When determining Subcontractor costs at any tier, the Subcontractor's Cost shall be determined in the same manner as CONTRACTOR's costs. All Subcontracts shall be subject to the provisions of this Section insofar as applicable.

11.4.2.4 Costs of field supplies consumed in the performance of the Work involved, and purchase costs of small tools used or consumed in the performance of the Work involved (and purchase cost less market value if used but not consumed) which are individually valued at less than \$1,000.00. Consumable shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and Equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. Costs of field supplies will be paid as a percentage of direct labor cost in an amount that shall not exceed the allowance shown in this Section.

11.4.2.5 Equipment costs required solely in connection with the Work involved reflecting rented or leased or owned Equipment cost for individual construction Equipment or machinery whose replacement value is in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such Equipment is or was transported to the site solely to perform the Work involved. All Equipment costs shall cease when the Equipment is no longer necessary to perform the Work involved. Payroll costs for craft labor operating the Equipment shall be as in subsection 11.4. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

11.4.2.6 Rented or owned Equipment at the site, and not in actual use, shall be paid at the rates for rented Equipment, or on the basis of fifty percent (50%) of the rates for owned Equipment, respectively, as specified below. In no event shall the idle time claimed in a day exceed the established normal Working hours. Payments for idle Equipment shall come due only as long as the Equipment was idled solely by actions of COUNTY, and provided that the idle period exceeds that normally experienced for such Equipment.

11.4.2.7 Except as provided below, for Equipment rented or leased, CONTRACTOR shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts allowed exceed an hourly rate based on the monthly rates, listed in the most current and most appropriate Rental Rate Blue Book (Blue Book) published by Dataquest, Inc. for the area where the Project is located (presently 3 volumes, relating to Equipment of various ages) divided by 176 hours per month. Rates for Equipment not included in the Blue Book shall be interpolated or extrapolated from the information contained therein. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Blue Book. For multiple shift Work, the allowable Equipment rate for second or third shifts shall not exceed fifty percent (50%) of the adjusted base rate.

11.4.2.8 For Equipment rented or leased from lessor firms associated with or owned by CONTRACTOR, CONTRACTOR shall be entitled to reimbursement as though the Equipment was owned Equipment, as specified below.

11.4.2.9 For Equipment owned by CONTRACTOR, CONTRACTOR shall be entitled to costs based on billings established by his normal accounting practices, but in no event shall those costs exceed the maximum allowable costs for rented or leased Equipment.

11.4.2.10 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or Suppliers, or special Subcontractors; provided that those costs are or were authorized by COUNTY prior to proceeding with the Work involved, and only if their activities are not covered by costs included under subsection 11.4, or are not excluded by subsection 11.9.

11.4.2.11 Sales, consumer, or similar taxes related to the Work involved, and for which CONTRACTOR is liable, royalty payments, and fees for permits and licenses, any of them related solely to the Work involved.

11.4.2.12 Deposits to be lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly to be employed by any of them or for whose acts any of them may be liable, related solely to the Work involved.

11.4.2.13 Increased costs of premiums for Bonds and Insurance resulting solely because of the Work involved.

#### **11.5 Costs Covered by CONTRACTOR's Allowances.**

11.5.1 Except as otherwise specifically provided in subsection 11.9, the cost of the Work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR's Allowances:

11.5.2 Payroll costs and other compensation of personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for management or administration of the Work, including, but not limited to, (a) CONTRACTOR's officers, executives, principals, general managers, Project managers, Project Managers, estimators, schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, and (b) resident superintendents, nonworking foremen, field engineers and architects, safety personnel, timekeepers, and clerks.

11.5.3 Expenses of CONTRACTOR's principal, branch and site offices and all field and home office overhead expenses of any nature except as authorized in writing by COUNTY prior to proceeding with the Work involved.

11.5.4 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work involved and charges for delinquent payments.

11.5.5 Costs due to the fault or negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to deposits to be lost, costs to correct Defective Work, disposal of Materials or Equipment wrongly supplied and making good any damage to property.

11.5.6 Market value of small tools used but not consumed which remain in the property of CONTRACTOR.

11.5.7 Costs associated with the preparation of Change Orders (whether or not ultimately authorized by COUNTY), or the preparation or filing of Contract Claims or other claims of any nature.

11.5.8 Expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.

11.5.9 Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methods.

11.5.10 Costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a Contract Claim, dispute, or other matter relating to the acceptability of the Work.

11.5.11 Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in Section 11.

**11.6 CONTRACTOR Allowances for Changes to the Work.** CONTRACTOR's allowances, which includes costs not directly chargeable under this Section, expenses itemized in subsection 11.5, and profit shall not exceed the following percentages of the various portions of the Work involved. The percentages for allowances are specific as to each identified cost element and are not layered or cumulative in effect. No other allowances in addition to these will be allowed.

Cost Element	Allowance for Additions	Allowances for Deletions
CONTRACTOR and Subcontractor labor per subsection 11.4.2.1. exclusive of the premium portion of craft labor	15%	(7.5)%
CONTRACTOR and Subcontractor Equipment and Materials per subsection 11.4.2.2.	15%	(7.5)%
Subcontractor costs resulting from direct Subagreement with CONTRACTOR per subsection 11.4.2.3.	5%	(2.5)%
Allowance for small tools and consumable per subsection 11.4.2.4. (percentage of direct labor)	2%	0%
CONTRACTOR and Subcontractor owned or rented Equipment per subsection 11.4.2.5.	15%	(7.5)%
CONTRACTOR and Subcontractor supplemental costs per subsection 11.4.2.9. premium portion of craft labor costs; and other authorized costs.	0%	0%

**11.7 Unit Price Work.**

11.7.1 Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each

Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

11.7.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected Work, notify COUNTY in writing of any additional or reduced quantities for an item of Unit Price Work which will require a twenty percent (20%) or higher adjustment in the as-awarded quantity for that item or an increase in Contract Price greater than five percent (5%).

11.7.3 COUNTY reserves the right to notify CONTRACTOR in writing of any variation in quantities meeting the criteria established in this subsection.

11.7.4 Prior to Final Payment, or before the total amount paid exceeds the established Contract Price, an appropriate Change Order will be issued on the recommendation of ENGINEER, to adjust the estimated quantities for Unit Price Work and to correspondingly adjust the Contract Price.

11.7.5 If COUNTY determines that the additional or reduced quantities for an item of Unit Price Work justify an adjustment in the Unit Price, COUNTY shall authorize such an adjustment. No adjustment shall be provided under this subsection unless the variation between actual and estimated quantities for all Unit Price Work result in an increase or decrease in Contract Price by more than ten percent (10%). If COUNTY determines that the Unit Prices established in the Contract Documents are valid even for the additional or lower quantities, that decision shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within 7 days from receipt of such decision.

11.7.6 In re-evaluating Unit Prices contained in the Contract Documents, CONTRACTOR and COUNTY shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

**11.8 Cash Allowances.** It is understood that when cash allowances are named in the Contract Documents CONTRACTOR has included in the Contract Price all allowances so named. CONTRACTOR shall cause the Work so covered to be within the limit of the allowances set forth in the Contract Documents. Upon Final Payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as the CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

**11.9 Criteria for Determining Adjustments in Contract Time.**

11.9.1 The criteria to be used to determine an adjustment in Contract Time necessitated by changes ordered or negotiated pursuant to these General Conditions or a Contract Claim, are limited to the following:

11.9.2 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increases in the time to complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and his Subcontractors, Suppliers or other persons or organizations, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in Contract Time will be based solely upon net increases in the time required for the performance or completion of parts of the Work controlling achievement of the corresponding Contract Time(s) at the time that the incident which causes the change occurs. However, even if the time required for the performance or completion of Controlling Work Items of the Work is extended, an extension in Contract Time will not be granted until performance or completion of the Controlling Work Items necessarily extends beyond the Contract Time in question despite CONTRACTOR's reasonable and diligent actions to guard against those effects. Examples of unforeseeable causes include: (1) acts of God or of the public enemy; (2) acts of COUNTY or ENGINEER in its sovereign or contractual capacity; (3) acts of the Government or another Public Entity in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the COUNTY,

if not identified in the Contract; (5) fires, floods, epidemics, quarantine restrictions; (6) sink holes, archaeological finds; (7) strikes, freight embargoes; (8) unusually severe weather; (9) a case of differing physical conditions; and (10) unusually severe shortages of construction Materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster which affects all feasible sources of supply.

11.9.3 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The COUNTY's exercise of any of its rights under Section 10 and this Section regardless of the extent or number of the changes, or the COUNTY's exercise of its remedies of stopping the Work or requiring correction or re-execution of any defective Work shall not under any circumstances be construed as active or intentional interference with the CONTRACTOR's performance of the Work.

**11.10 Waivers.** The CONTRACTOR expressly waives recovery (1) of acceleration costs incurred as an alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time or an adjustment in Contract Price; (2) of escalation costs for any part of the Work; and, (3) of any Contract Claim for an addition to the Contract Price when the CONTRACTOR fails to comply with the time requirements for notice or submittal of supporting data under these Contract Documents.

## SECTION 12 - SCHEDULES

### 12.1 Project and Submittal Schedules.

#### 12.1.1 Types of Schedules

##### 12.1.1.1 Project Schedule:

###### 12.1.1.1.1 Project Schedule Definitions:

- a) Work Items are the significant activities of the Project. There is no one "right way" to define Work Items for a given project, however all significant project activities must be identified in sufficient detail to track progress towards project completion.
- b) Start Date and Finish Date are the dates a Work Item will begin and will be completed.
- c) Duration is the length of time it takes for a Work Item to be completed, from Start Date to Finish Date.
- d) Sequence is the order in which the Work Items must be completed. This includes Work Items that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- e) Critical Path is the sequence of those Work Items whose durations determine the length of time needed to complete the entire project from start to finish.
- f) Controlling Work Items are those Work Items on the Critical Path.
- g) Float Time is the time a Work Item not on the Critical Path could be delayed without affecting the Critical Path.

12.1.1.1.2 CONTRACTOR shall prepare and submit for ENGINEER's review a time scaled Project Schedule. The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work Items (including procurement of Materials and Equipment) and shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work Item. The Project Schedule shall show all of the Work Items to be completed and the duration of the Critical Path leading to each substantial and final completion requirement. The duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement's substantial and final completion requirements. The float time for each Work Item not on the critical path shall be depicted. At a minimum, a schedule diagram shall be submitted which is neatly lettered and legibly drawn to a time scale. The Project Schedule breakdown shall be by divisions of Work subdivided into areas or facilities in sufficient detail so that ENGINEER may readily evaluate CONTRACTOR's progress at any given time during the project and shall be arranged and itemized so ENGINEER can evaluate CONTRACTOR'S requests for progress payments.

12.1.1.1.3 CONTRACTOR shall include in the Project Schedule Work Item(s) clearly showing CONTRACTOR's coordination of all utility work at, or adjacent to, the Project site. These Work Item(s) apply to all utility work at the site; including all connections to existing utilities, removal, re-locations and adjustments (temporary and permanent) regardless of whether the work is performed by CONTRACTOR, the COUNTY's own forces or by others. The CONTRACTOR shall assign reasonable and realistic start and finish dates to utility relocation work item(s) and must include a mandatory 30 days minimum float time. The 30 days of float time for utility relocations must be clearly depicted on the Project Schedule. The COUNTY will not consider any Contract Time extensions related to utility coordination matters unless the utility related delays exceed the thirty (30) Days float time and extend the Critical Path of the Project Schedule.

12.1.1.2 Shop Drawing Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review, a schedule of Shop Drawing and sample submissions. This schedule shall consist of a list of the submittals to be made over the course of the Project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the Project. The schedule shall allow for review and processing time by ENGINEER OF RECORD and ENGINEER.

12.1.1.3 Manpower/Cash Flow Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review with the Project Schedule, manpower charts and cash flow Projections contemplated or required by the schedule in a form acceptable to ENGINEER. Updated plan and actual expended manpower charts and cash flow Projections shall be submitted with each monthly or interim Project Schedule submission.

12.1.2 Submittal.

12.1.2.1 CONTRACTOR shall submit to the ENGINEER for ENGINEER's acceptance the initial Project Schedule within thirty (30) Days of the Notice To Proceed date.

12.1.2.2 CONTRACTOR shall enter on the Project Schedules the actual progress on a monthly basis, or at such intervals as requested by ENGINEER, and shall deliver to ENGINEER five (5) copies of the schedule documentation.

12.1.2.3 Updated Project Schedules are to be submitted with each Application for Payment. An Application for Payment shall not be paid until the schedule submittal, including cash flow projections, and any requested corrections or clarifications have been accepted by ENGINEER for inclusion into the Application for Payment. If additional updated schedules are requested by ENGINEER they are to be provided within seven days of the date of request, but do not constitute permission to submit additional Applications for Payment.

12.1.3 Review.

12.1.3.1 ENGINEER shall review schedule submittals. If, in the opinion of ENGINEER, the schedule (1) does not accurately reflect CONTRACTOR's actual progress or Work plan or, (2) is unreasonable or cannot be used to effectively evaluate CONTRACTOR's progress or, (3) is not in compliance with this Section and other appropriate sections of the Contract Documents, it will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit or shall respond in detail to ENGINEER's comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by ENGINEER shall constitute reason to withhold approval of any Application for Payment.

12.1.3.2 ENGINEER's review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called COUNTY's attention to each such variation at the time of submission and COUNTY has given written approval of each such variation; nor shall any approval by COUNTY or ENGINEER relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents.

12.1.4 The Contract Time establishes the period and duration in which COUNTY expects the Work to be performed. Any schedule which shows completion ahead of the Contract Time shall include additional supporting data to explain the basis of the shorter time for performance. Submission by CONTRACTOR of any schedule indicating completion ahead of schedule shall not constitute an adjustment in Contract Time; however, CONTRACTOR may complete the Work ahead of the Contract Time and close out the Work as provided in the Contract Documents. The increased schedule flexibility represented in the shorter schedule shall allow the use of the increased schedule flexibility by the COUNTY. In any case COUNTY shall not be responsible for any costs, actual or anticipated, resulting from any delay to CONTRACTOR that prevents completion of any part or all of the Work unless it prevents completion by the Contract Time(s); nor shall the COUNTY be obligated to incur any additional costs for administration or inspection of the CONTRACTOR's voluntary accelerated Work. No Contract Claims for Contract Time or Contract Price shall be compensated to the CONTRACTOR for County delay, disruption, interference, inefficiency, constructive acceleration or other time impacts prior to the original Contract Time(s) for completion of the Work.

12.1.5 It is understood that revisions in the schedule are inherent in the nature of construction especially when the Work involves Underground Facilities and utilities. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the Work. Actions by COUNTY, ENGINEER or

ENGINEER OF RECORD that may affect the progress of any part or all of the Work shall make use of the flexibility in the Project Schedule, often expressed as schedule float or slack time, and that which may result from changes in the sequencing of individual Work items, to limit the impact of such actions. The flexibility in the Project Schedule shall not be limited by the inclusion of restraints, logic or imposed dates into the schedule that cannot be reasonably justified. Float or slack time is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any of the activities on the Project Schedule. Positive float or slack time is for the exclusive use or benefit of COUNTY. Positive float or slack time is owned and belongs to the COUNTY and must be used in the best interest of the public to assure timely completion of the Work. Therefore, any float or slack time shall be used to the maximum extent possible to offset: (1) unexpected delays which occur in connection with the Work; (2) acts of God; and (3) change actions initiated by the COUNTY including, but not limited to, unilateral Change Orders and acceleration orders.

12.1.6 After Substantial Completion, but prior to Final Payment, CONTRACTOR shall submit an as-built schedule. The schedule shall reflect (1) all as-built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate Work days during which Work was performed on each activity, and (4) the actual number of man-days that were required to complete each activity.

12.1.7 It is expressly agreed that CONTRACTOR shall not be entitled to damages for any type of delay whatsoever under any circumstances and the CONTRACTOR expressly waives any increase in Contract Price or damages of any type on account of time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration. It is further expressly agreed that the exclusive remedy for time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration, will consist of Contract Time extensions under the terms of the Contract Documents and will exclude the CONTRACTOR's right to recover any time impact monetary damages of any nature from COUNTY. The parties agree that this no damages for delay clause applies to all damages or claims that may arise because of delay or acceleration of any nature experienced by CONTRACTOR, no matter how caused, because of acts or omissions of the COUNTY, the presence and operations of the COUNTY performing work with its forces, the work of utility contractors, or the work of others at the Project site; the COUNTY assumes no direct or vicarious liability for any losses and expenses incurred by CONTRACTOR. In the event that this subsection is found by a court of competent jurisdiction to be void or inapplicable, then CONTRACTOR shall compute all damage claims as provided in subsection 17.9 of these General Conditions.

12.1.8 Delays of Subcontractors, suppliers, materialmen, or others selected by CONTRACTOR or CONTRACTOR's Subcontractors, without regard to the tier or privity of contract between the CONTRACTOR and CONTRACTOR's Subcontractors, shall not be excusable to the CONTRACTOR and shall not be the basis of a Contract Claim for Contract Time or Contract Price by CONTRACTOR.

**SECTION 13 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE Work**

**13.1 Warranty and Guarantee.** CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

**13.2 Access to Work.** COUNTY, ENGINEER, ENGINEER OF RECORD, their representatives, testing agencies and governmental entities with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**13.3 Tests and Inspections.**

13.3.1 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by ENGINEER, ENGINEER OF RECORD, COUNTY or their agents may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

13.3.2 If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all related costs, schedule related activities at appropriate times, and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or ENGINEER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of Materials or Equipment proposed to be incorporated in the Work, or of Material or Equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and ENGINEER.

13.3.3 The CONTRACTOR shall perform sufficient testing and inspection of the Work to support the Warranty and Guaranty requirements.

13.3.4 Neither observations by ENGINEER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.3.5 If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for ENGINEER's and ENGINEER OF RECORD's services and other related costs.

**13.4 Uncovering Work.**

13.4.1 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given ENGINEER timely written notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, Material and Equipment. If it is found that such Work is Defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the COUNTY due to delays to others performing additional Work, other contractual obligations, and attorneys' fees and COUNTY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Work is not found to be Defective, and subsection 13.4.1 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a Contract Claim therefor as provided in Section 10.

**13.5 Correction or Removal of Defective Work.** CONTRACTOR shall promptly, without cost to COUNTY and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

**13.6 Acceptance of Defective Work.** If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to Final Payment, COUNTY shall be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such Final Payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

**13.7 COUNTY May Correct Defective Work.** If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with this Section, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this subsection COUNTY shall proceed with reasonable promptness. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere.

CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this subsection. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount documented by COUNTY, and COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, all corrective or replacement costs, compensation for additional professional services required and all costs of repair and replacement of property of others destroyed, impacted or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR shall not be allowed an increase in the Contract Price or the Contract Time because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY's rights hereunder.

### **13.8 Warranty Period.**

13.8.1 The Warranty Period shall commence on the date of Final Completion of the entire Work, or a later date if so specified in the Contract Documents , and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.)

13.8.2 If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be Defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with COUNTY's or ENGINEER's written instructions, either correct that Defective Work, or if it has been rejected by COUNTY or ENGINEER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including, but not limited to, in an emergency, COUNTY may have the defective Work corrected or the rejected Work removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and he shall reimburse COUNTY for all direct, indirect and consequential costs of COUNTY, or COUNTY shall be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to Final Payment. COUNTY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects.

### **13.9 Extended Warranties and Guarantees.**

13.9.1 COUNTY may at its sole discretion advance or defer the date of commencement of the Warranty Period, in which case CONTRACTOR shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such advancement or deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by CONTRACTOR, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

13.9.2 In circumstances where COUNTY undertakes partial utilization of a portion of the Work which was specifically identified in the Contract Documents, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.9.3 In special circumstances where CONTRACTOR fails to complete the Work or a separable portion of the Work within the corresponding Contract Time, including any authorized adjustments and COUNTY undertakes partial utilization, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

**13.10 Special Maintenance Requirements.** In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, is not placed in continuous service until the commencement of the Warranty Period, CONTRACTOR shall maintain the Work, or designated part, in good order and in proper Working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period, and for such maintenance CONTRACTOR shall receive no adjustment in Contract Price. In the event that Work suffers loss or damage, however caused, CONTRACTOR shall rebuild, repair, restore, and make good without an increase in Contract Price all losses or damages to any portion of any Work and shall without an increase in Contract Price provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection. Suspension of Work or the granting of an extension in Contract Time for any cause shall not relieve CONTRACTOR of his responsibility for the Work, or designated part, as specified in this subsection.

**13.11 Extended Warranty Period Due to Defective Work.** Any Defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section 13. If within such extended Warranty Period, that Work is once again found to be Defective, COUNTY shall be entitled to all of COUNTY's rights and remedies under this Section.

## **SECTION 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

**14.1 Schedules.** The Contractor will not be entitled to receive a Progress Payment until the Progress Schedule is approved by the ENGINEER.

**14.2 Application for Payment.** Not later than the first day of each month, CONTRACTOR shall meet with ENGINEER to agree on quantities of Work completed and Materials on site to be used as the basis for an Application for Payment for the previous month. The COUNTY's Project manager shall review and approve a draft copy of the Application For Payment prior to ENGINEER and CONTRACTOR agreeing on the applicable figures. Using the agreed upon figures, ENGINEER shall generate the Application for Payment and deliver it to CONTRACTOR for completion and signature. CONTRACTOR shall submit the signed Application for Payment to ENGINEER, accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

14.2.1 On each Application for Payment, CONTRACTOR shall (1) list the name and address of each of its Subcontractors and Suppliers who have performed Work or provided supplies or Material during the time period of Work reflected by the Application; (2) submit certified payroll sheets for his own forces and all Subcontractors for the month preceding this application; and, (3) submit a monthly updated Progress Schedule including cash flow projections. After the first Application for Payment, CONTRACTOR shall include an affidavit stating that all previous progress payments received on account of the Work have been applied (1) to discharge CONTRACTOR's obligations and (2) to pay in full (less retainage) all amounts owed to its Subcontractors and Suppliers reflected in prior Applications for Payment. CONTRACTOR shall on the Application for Payment form note and explain when it has not discharged its obligations or paid in full (less retainage) all amounts owed as stated above.

14.2.2 The CONTRACTOR shall submit partial releases of liens from all Subcontractors and Suppliers in a form satisfactory to the COUNTY, prior to processing any Pay Applications.

14.2.3 Neither COUNTY or ENGINEER is under any duty or obligation whatsoever to any Subcontractor, Supplier, laborer or any other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made.

### **14.3 Stored Materials.**

14.3.1 COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. In no event shall payments for Materials and Equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of Work shown in the schedule of values regardless of the stated value of the Material or Equipment. COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work and stored off site. When payment to CONTRACTOR is made for stored Material and Equipment, CONTRACTOR shall submit invoices marked paid by the Supplier with the Application for Payment following payment to CONTRACTOR documenting that CONTRACTOR has paid for said Materials and Equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored Materials and Equipment not so properly documented.

14.3.2 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but delivered and suitably stored at the site or at a bonded warehouse, the Application for Payment shall be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the Material and Equipment and protect COUNTY's interest therein, including applicable insurance. In no event shall the quantity of Material and Equipment submitted for payment be in excess of the actual final installed quantity. COUNTY may deduct from the final Application for Payment amounts paid CONTRACTOR for Material and Equipment not finally installed in the Work.

14.3.3 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but stored off site, the CONTRACTOR shall store all off site Materials and Equipment in a bonded warehouse. The shipping yards of manufacturers or suppliers are not suitable off site storage sites.

14.3.4 Without limitation, the CONTRACTOR shall assume all risk of loss and be solely responsible for all stored Materials and Equipment on-site, off-site stored in bonded warehouses including, but not limited to, stored Materials paid under prior Applications For Payment.

**14.4 CONTRACTOR's Warranty of Title.** The CONTRACTOR warrants and guarantees that title to all Work, Materials and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

**14.5 Review and Payment.**

14.5.1 ENGINEER must approve all Applications For Payment prior to recommending payment to the COUNTY. Applications For Payment shall be processed in accordance with Chapter 218, Part VII "Florida Prompt Payment Act" including all applicable provisions for Engineer's review time.

14.5.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on on-site observations of the Work in progress and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project prior to or upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; or to any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, Materials or Equipment has passed to COUNTY free and clear of any lien.

14.5.3 ENGINEER may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to COUNTY. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect COUNTY from loss or anticipated loss because: (1) the Work is Defective, or completed Work has been damaged requiring correction or replacement or, (2) written Contract Claims have been made against COUNTY or Liens have been filed in connection with the Work or, (3) the Contract Price has been reduced because of Change Order or, (4) COUNTY has been required to correct Defective Work or complete the Work or, (5) of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents or, (6) of CONTRACTOR's failure to make payment to Subcontractors, Suppliers or for labor, or (7) of CONTRACTOR's failure to provide acceptable schedule submittals for inclusion into the Application for Payment or, (8) of CONTRACTOR's failure to properly maintain and submit with Application for Payment Record Documents.

**14.6 Retainage.**

14.6.1 The value of each Application for Payment shall be equal to the total value of the Work performed to date, less an amount retained in accordance with Chapter 255.078, "Public Construction Retainage" and Chapter 218.735, Part VII "Florida Prompt Payment Act", and less payments previously made and amounts withheld in accordance with the Contract Documents.

14.6.2 Retainage under the Contract Documents is held by COUNTY as collateral security to assure completion of the Work.

**14.7 Overpayment.** Any overpayment by COUNTY to CONTRACTOR shall be promptly repaid to COUNTY upon demand.

#### **14.8 Final Application for Payment.**

14.8.1 After CONTRACTOR has completed all corrections to the satisfaction of COUNTY and ENGINEER as verified by Final Inspection and delivered all maintenance and operating instructions, schedules, guarantees, warranties, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and acceptable to COUNTY, and after ENGINEER has indicated that Work is acceptable, CONTRACTOR may make application for Final Payment following the procedure for Applications for Payment.

14.8.2 The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waiver (satisfactory to COUNTY) of all Liens and Contract Claims arising out of or filed in connection with the Work. In lieu thereof and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full with an affidavit of CONTRACTOR that the releases and receipts include all labor, services, Material and Equipment for which a Lien or Contract Claim could be filed, and that all payrolls, Material and Equipment bills and other indebtedness in connection with the Work for which COUNTY might in any way be responsible, have been paid or otherwise satisfied. COUNTY shall require consent of the Surety to Final Payment.

#### **14.9 Final Payment and Acceptance.**

14.9.1 If, on the basis of ENGINEER's observations of the Work during construction and Final Inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, ENGINEER will, within twenty days after receipt of the final Application for Payment, indicate in writing its recommendation of payment and present the Application to COUNTY for payment. Thereupon ENGINEER will give written notice to COUNTY and CONTRACTOR that the Work is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, COUNTY shall, within twenty days after receipt from ENGINEER, pay CONTRACTOR the amount due giving consideration to the recommendations of ENGINEER, but not being bound thereby.

14.9.2 After receipt of the ENGINEER's written notice that the Work is acceptable and prior to Final Payment, CONTRACTOR shall submit an affidavit, in a form acceptable to COUNTY, certifying that the Bonds and insurances required under Section 5 are in effect and will not be allowed to expire for the required period of time.

#### **14.10 Waiver of Claims.**

14.10.1 The making and acceptance of Final Payment shall constitute:

14.10.2 A waiver of all claims by COUNTY against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection, from fraud or gross negligence or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein or the terms of any Bonds; however, it shall not constitute a waiver by COUNTY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.10.3 A waiver of all Contract Claims, requests for equitable adjustment or claims of any nature by CONTRACTOR against COUNTY, ENGINEER, and ENGINEER of RECORD.

#### **14.11 COUNTY's Obligations.**

14.11.1 In no event shall any interest be due and payable to CONTRACTOR on any of the sums retained by COUNTY pursuant to any of the terms or provisions of any of the Contract Documents.

14.11.2 Any provision to the contrary notwithstanding, COUNTY shall not be obligated to make any payment to CONTRACTOR and may withhold partial payments if any one or more of the following conditions exists: (1) COUNTY has reason to believe CONTRACTOR is in default of any of its obligations or otherwise is in default under any of the Contract Documents; (2) Any part of such payment is attributable to Work which is Defective; (3) CONTRACTOR has failed to make payments promptly to Subcontractors and Suppliers or for labor and Material for which COUNTY has made payment to CONTRACTOR; (4) If COUNTY, in its good faith judgment, determines that the portion of the Contract Price remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents; (5) CONTRACTOR has failed to maintain progress of the Work in accordance with the Progress Schedule or CONTRACTOR has failed to meet an interim completion date or the Substantial or Final Completion Date.

#### **14.12 Partial Utilization.**

14.12.1 Use by COUNTY of completed portions of the Work may be accomplished at the option of COUNTY prior to Substantial Completion of all the Work subject to the following:

14.12.1.1 COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any part of the Work which COUNTY believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to COUNTY that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and ENGINEER in writing when CONTRACTOR considers that a portion of the Work which has been identified in the Contract Documents as eligible for Partial Utilization is substantially complete. Within a reasonable time thereafter, COUNTY, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, and attaching a list of minor items as to that part of the Work to be completed or corrected before Final Payment.

14.12.1.2 Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to COUNTY and CONTRACTOR a written recommendation as to the division of responsibilities pending Final Payment between COUNTY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance and the Warranty Period for that part of the Work. COUNTY shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items described above.

14.12.1.3 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, COUNTY and CONTRACTOR have agreed in writing as to the division of responsibilities between COUNTY and CONTRACTOR for security, operations, safety, maintenance, Warranty Period, utilities and insurance with respect to such facility. During such utilization and prior to Substantial Completion of that portion of the Work, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items and to complete other related Work.

#### **14.13 Substantial Completion.**

14.13.1 When CONTRACTOR considers the entire Work to have progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete, submit to ENGINEER all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, COUNTY, CONTRACTOR and ENGINEER

shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. CONTRACTOR shall then accomplish the requisite Work and then recertify that the entire Work is substantially complete. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CONTRACTOR and COUNTY a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Payment. CONTRACTOR shall continue to be responsible for maintaining the Work until the date of certification of Substantial Completion, or longer if so required by the Contract Documents.

14.13.2 After the date of Substantial Completion, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

**14.14 Final Inspection.** Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, ENGINEER will make an inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, non-conforming or Defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies, and notify ENGINEER upon completion. The Final Inspection by ENGINEER with COUNTY and CONTRACTOR will verify completion of all items.

**14.15 CONTRACTOR's Continuing Obligation.** CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR nor any Partial Utilization by COUNTY nor any act of acceptance by COUNTY nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of Defective Work by COUNTY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of Contract Claims at the time of making and acceptance of Final Payment.

**14.16 Deleted Work.** The COUNTY shall have the right to cancel the portions of the Agreement relating to the construction of any item therein by the payment to the CONTRACTOR of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by order of the ENGINEER.

**14.17 Partial Payments.**

14.17.1 General. The CONTRACTOR will receive partial payments on monthly estimates based on the amount of Work done or completed (including delivery of certain Materials, as specified herein). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment. The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the Unit Prices, less an amount retained and less payments previously made.

14.17.2 Withholding Payment for Defective Work. Should any defective Work or Material be discovered prior to the Final Acceptance, or should a reasonable doubt arise prior to Final Acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes for doubt removed.

## **SECTION 15 - SUSPENSION OF WORK AND TERMINATION**

**15.1 COUNTY May Stop the Work.** If the Work is Defective and the CONTRACTOR has been notified by ENGINEER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Maintenance of Traffic requirements of the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through ENGINEER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of engineers, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

### **15.2 Suspension for Convenience.**

15.2.1 Without invalidating the Contract Documents, and without notice to any surety, COUNTY may, at any time, order CONTRACTOR in writing to stop, delay or interrupt Work for such a period of time as COUNTY may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

15.2.2 If any suspension of Work under this subsection causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, COUNTY shall make a change in Contract Price or Contract Time, as provided in Section 10 and 11; except that no change in Contract Price or Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Section 11, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

### **15.3 Termination for Cause.**

15.3.1 COUNTY may upon the occurrence of any one or more of the following events terminate the services of CONTRACTOR:

15.3.1.1 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.3.1.2 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.3.1.3 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled Workers, sufficient supervisory personnel, or suitable Materials or Equipment or failure to adhere to the Progress Schedules);

15.3.1.4 If CONTRACTOR discontinues prosecution of the Work or any portion thereof;

15.3.1.5 If CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days;

15.3.1.6 If CONTRACTOR disregards laws, policies, court orders, or administrative directives, etc. of any governmental body, agency or court having jurisdiction;

15.3.1.7 If CONTRACTOR disregards the authority of ENGINEER;

15.3.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents; or

15.3.1.9 If CONTRACTOR fails to promptly pay Subcontractors, Suppliers, Materialmen, Laborers, etc.

15.3.2 As it is recognized that if CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such could impair or frustrate CONTRACTOR's performance of the Work, therefore it is agreed that upon occurrence of any such event, COUNTY shall be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to provide said adequate assurance within seven (7) days of the delivery of the request shall entitle COUNTY to terminate CONTRACTOR. In all events pending receipt of adequate assurance of performance and actual performance in accordance herewith, COUNTY shall be entitled to proceed with the Work with its own forces or with their contractors on a time and Material or other appropriate basis the cost of which will be back charged against CONTRACTOR. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

15.3.3 COUNTY may, after giving CONTRACTOR and Surety seven (7) days written notice, and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as COUNTY may deem expedient. CONTRACTOR shall assign all of its interest in any or all Subagreements to COUNTY upon COUNTY's request. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY. If CONTRACTOR leaves the site at any time during the seven day period, COUNTY shall have the right to secure the site to protect the property from damage and to insure the health and safety of the public.

15.3.4 Notwithstanding the above notice period, in the event of an emergency, the COUNTY may take over the site and perform any or all of the activities set out above immediately. COUNTY shall provide notice of such takeover within 24 hours after its occurrence.

15.3.5 Where CONTRACTOR's services have been terminated by COUNTY, the termination shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment due CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

15.3.6 COUNTY may, at its sole discretion, permit CONTRACTOR to continue to perform Work when CONTRACTOR is in default, however caused. Such a decision by COUNTY shall in no way operate as a waiver on the part of COUNTY of any of its rights under the Contract Documents.

#### **15.4 Termination for Convenience.**

15.4.1 COUNTY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part at any time for its convenience by giving CONTRACTOR and Surety seven (7) days written notice. COUNTY shall have the right, in that event, to take over any or all of CONTRACTOR's Materials, (whether stored on or off site) supplies, Equipment, Subagreements or other obligations to complete the Work and CONTRACTOR shall assign them to COUNTY upon COUNTY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by COUNTY, and shall settle all its Contract Claims and obligations under the Agreement.

15.4.2 In any such termination for the convenience of COUNTY, CONTRACTOR shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses overhead and profit on uncompleted Work and any type of wrongful termination damages. CONTRACTOR shall justify its Contract Claims as requested by COUNTY with thorough, accurate records and data.

15.4.3 If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of COUNTY. In such event CONTRACTOR may recover from COUNTY payment in accordance with subsection 15.4.2.

## **SECTION 16 - VALUE ENGINEERING INCENTIVE**

**16.1 Intent and Objective.** This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the COUNTY, as a proposal submitted pursuant to this Section.

16.1.1 VECPs contemplated are those that would result in net savings to the COUNTY by providing either: (A) a decrease in the cost of performance of the Work, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the Work, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced or eliminated as being nonessential or excessive. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP.

16.1.2 The COUNTY reserves the right to reject at its discretion any VECP submitted which proposes a change in the design of the pavement system or which would require additional right-of-way. Substitution of another design alternate, which is detailed in the Plans, for the one on which the CONTRACTOR bid, will not be allowed under this Section. Pending execution of a formal supplemental agreement, implementing an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing Agreement. No time extensions will be granted due to the time required to review a VECP.

**16.2 Subcontractors.** The CONTRACTOR is encouraged to include the provisions of this Section in contracts with subcontractors. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the COUNTY VECPs proposed by his subcontractors.

**16.3 Data Requirements.** As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP:

(1) A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages.

(2) Separate detailed cost estimates for both the existing requirements and the proposed change. The cost estimates shall be broken down by item numbers indicating quantity increases or decreases and deleted pay items. Additional proposed Work, now covered by the Contract Documents, shall be identified by current COUNTY pay item numbers. In preparing the estimates, the CONTRACTOR shall include overhead, profit and bond. No separate pay item(s) for these costs will be allowed.

(3) An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

(4) An estimate of the effects the VECP would have on collateral costs to the COUNTY.

(5) Engineering or other analysis in sufficient detail to identify and describe specific features of the Contract Documents which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other Project elements. The COUNTY may require that engineering analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes which result from the VECP must be supported by computations sealed by a Professional Engineer registered in the State of Florida.

(6) A statement of the time by which approval of the VECP must be issued by the COUNTY to obtain the total estimated cost reduction during the remainder of this Agreement, noting any effect on the Agreement completion time or delivery schedule.

**16.4 Processing Procedures.** Two copies of each VECP shall be submitted, one to the ENGINEER, or his duly authorized representative, and one to the COUNTY. VECPs will be processed expeditiously; however, the COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the COUNTY within the period specified in the VECP. The COUNTY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn. The ENGINEER shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of Work to be performed or to be deleted. Prior to approval, the ENGINEER may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR's fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents. Prior to approval of the VECP, which initiates the supplemental Agreement, the CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

**16.5 Computations for Change in Contract Cost of Performance.** CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR's share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate. However, the COUNTY reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the COUNTY's cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the COUNTY to deduct amounts payable to the COUNTY from any monies due or that may become due to the CONTRACTOR under the Agreement.

**16.6 Computations for Collateral Costs.** When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Agreement requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the COUNTY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

(1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by the COUNTY indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in subsection 16.7.

**16.7 Sharing Arrangements.** If a VECP is approved by the COUNTY, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this subsection. Except for innovative ideas, the CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Agreement. For innovative ideas, the reduction in the cost of performance shall be shared as follows:

Accrued Net Savings	CONTRACTOR's Share %	COUNTY's Share %
Less than \$25,000	100	0

Exhibit A

\$25,000 to \$50,000	75	25
Over \$50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by the COUNTY it will not be considered an innovative idea, thus, will only qualify for a 50 percent sharing of savings. When collateral savings occur, the CONTRACTOR shall receive 20 percent of the average one year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional Work listed in this Agreement until the COUNTY exercises its option to obtain that Work.

## **SECTION 17 - MISCELLANEOUS**

### **17.1 Giving Notice**

17.1.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

17.1.2 Written notice to be delivered to COUNTY or ENGINEER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or ENGINEER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

**17.2 Notice to Other Agencies.** CONTRACTOR shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. COUNTY or ENGINEER shall not be responsible for any such notification.

**17.3 Computation of Time.** When any period of time is referred to in the Contract Documents by Days, it shall be computed to include the first and the last Day of such period. If the last Day of any such period falls on a Saturday or Sunday or on a Holiday, such Day shall be omitted from the computation.

**17.4 Claims for Injury or Damage to Person or Property.** Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### **17.5 No Conflict with Laws or Regulations.**

17.5.1 The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

17.5.2 The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.5.3 Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

**17.6 Partial Invalidity.** If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

### **17.7 No Waiver of Rights, Duties.**

17.7.1 Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the COUNTY, ENGINEER, COUNTY's Representative(s), or CONTRACTOR on one or more occasions shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach thereunder.

17.7.2 All representations, indemnities, warranties and guarantees required by the Contract Documents, including the Warranty Period shall survive Final Payment and termination or completion of the Agreement.

**17.8 Advertising.** No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, Work product(s), or performance of CONTRACTOR under the Contract Documents or the Project to which it relates shall be at the sole discretion of COUNTY.

**17.9 Recovery of Damages.** In no event shall CONTRACTOR be entitled to recover from COUNTY any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or breach thereof. In the event that subsection 12.1.7 is found by a court of competent jurisdiction to be void, inapplicable or in the event that subsequent legislation renders such provisions void or inapplicable, then no formula based or total cost approaches including, but not limited to, the Eichleay, Allegheny, Burden Fluctuation or other similar formula based methods shall be used to compute damages. CONTRACTOR shall base all damage claims upon Cost and Pricing Data at the time of the occurrence of the event upon which the damage claims are based.

**17.10 Recovery of Interest.** Any prejudgment or postjudgment interest assessed against either party to this Agreement shall be assessed at the rate provided by Florida law or four percent (4%) per annum, whichever is less.

**17.11 Notice of Claims.** The contractual limitations periods for filing Contract Claims or other claims for increases in Contract Price, Contract Time, or any other claim of any nature set forth in the Contract Documents shall be controlling. However, in the event that no limitations periods is established in the Contract Documents for the specific type of claim asserted then, the parties agree that all such claims shall be made in writing with complete supporting documentation to the persons designated to receive such claims (CONTRACTOR's Superintendent, ENGINEER and COUNTY's Purchasing Manager) no more than 7 days after the occurrence of the event giving rise to any such claim, or else any such claim shall be waived and deemed invalid.

**17.12 Waiver of Jury Trial.** The parties expressly waive any right to jury trials under Florida law.

**17.13 Attorney Fees.** The parties expressly agree that each party shall be solely responsible for their own attorney's fees and costs incurred in any negotiation, use of the COUNTY's Contract Claims procedures, or litigation related to or arising out of these Contract Documents.

## **SECTION 18 - MEASUREMENT AND PAYMENT**

### **18.1 Measurement of Quantities.**

18.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract Documents shall be measured, by the ENGINEER, according to United States Standard Measures.

18.1.2 Method of Measurements: Unless otherwise provided by in the Specifications for the particular items involved, all measurements shall be taken horizontally or vertically.

18.1.3 Determination of Pay Areas:

18.1.3.1 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be determined by calculation, the lengths or widths to be used in the calculations shall be the station to station dimensions shown on the Plans; the station to station dimensions actually constructed within the limits designated by the ENGINEER; or the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by the ENGINEER. The method or combination of methods of measurement shall be those which will reflect with reasonable accuracy the actual surface area of the finished Work as determined by the ENGINEER.

18.1.3.2 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the Plan quantity, the final pay quantity shall be the plan quantity subject to subsection 18.3.2. Generally the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

### **18.2 Scope of Payments.**

18.2.1 For any item of Work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the Unit Price (or lump sum price) for the pay item or items shall include all labor, Equipment, Materials, tools, overhead expenses, profit, and incidentals required for the complete item of Work, including all requirements of the section specifying such item of Work, except as specifically excluded from such payments.

18.2.2 If the Bid Form contains a bid item price for mobilization, partial payments will be made therefor in accordance with the following:

Percent of Original Contract	Allowable Percent of the Lump Sum
5	25
10	50
25	75
50	100

Partial payments for any project will be limited to 10 percent of the original contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

### **18.3 Compensation for Altered Quantities.**

18.3.1 Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

18.3.2 Payment Based on Plan Quantity.

18.3.2.1 Where the pay quantity for any item is designated to be the original plan quantity, such quantity will be revised only in the event that it is determined to be substantially in error. An error shall be deemed substantial if the quantity will increase or decrease in excess of five percent of the original plan quantity for that item or the amount due for that item will increase or decrease in excess of \$500 (whichever is smaller). In general, such revisions will be determined by final measurement or plan calculations or both as additions to or deductions from plan quantities. In the event either the COUNTY or the CONTRACTOR contends that the plan quantity for any item is in error and additional or less compensation is thereby due, he shall submit, at his own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The plan quantity will not be revised solely on the basis of a particular method of construction selected by the CONTRACTOR. For earthWork items, any significant differences in the original ground surfaces from that shown in the original plan cross sections which would result in an adjustment to the plan quantity, must be noted by the CONTRACTOR and properly documented by appropriate level notes, acceptable to both the CONTRACTOR and the COUNTY, prior to disturbance of the original ground surface by construction operations to the extent that the original ground surface elevations in question cannot be documented. Any Contract Claim based upon significant differences in the original ground surface must be supported by documentation as provided above. A significant difference in the earthWork surface is defined as a consistent difference in elevation, either up or down, averaging in excess of 0.3 foot over a length of 500 feet in any one area, or an equivalent volume in any individual roadway area of a lesser distance.

18.3.2.2 Where the pay quantity for any item is designated to be the original plan quantity and a plan change which results in an increase or decrease in the quantity of that item is authorized, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for the item in excess of \$100. In general, such revisions will be determined by final measurement or plan calculations or both.

18.3.2.3 The limitations set out in subsections 18.3.2.1 and 18.3.2.2 do not apply:

(1) Where these Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness.

(2) Where the Specifications provide for a deduction due to test results falling outside of the allowable Specification tolerances.

## **SECTION 19 - CONTRACT CLAIMS RESOLUTION**

**19.1 Purpose.** The purpose of this Section is to provide a cooperative team building dispute resolution process for payment of monetary obligations and provision of time extensions under the Contract Claim provisions of the Contract Documents. The team building approach to dispute resolution provided in this Section is intended to complement other requirements imposed by the Contract Documents and is not intended to create duties or obligations not otherwise imposed by law or these Contract Documents. The parties remain responsible for performance of all obligations imposed under these Contract Documents. At all times during the time that any Contract Claim is pending and in the process of being resolved or decided, the CONTRACTOR shall proceed diligently with the Work so as to achieve completion of the Work within the Contract Time.

**19.2 Administrative Forum.** The parties agree that all Contract Claims arising under the Contract Documents shall be submitted for alternative dispute resolution under Section 3.55, Seminole County Administrative Code or successor provisions. CONTRACTOR agrees that the submission of Contract Claims during performance of the Work provides an efficient dispute resolution procedure and that resolution of disputes by the COUNTY's Purchasing Manager and the COUNTY's Appeal Committee or their designees provide adequate remedies. The CONTRACTOR agrees that the status of hearing officers as COUNTY employees does not violate public policy or deny due process under Section 3.55, Seminole County Administrative Code or successor provisions. The CONTRACTOR, by executing the Contract Documents, expressly agrees to resolve disputes under the COUNTY's Contract Claims procedures.

**19.3 Contract Claims Procedure.** Contract Claims procedure shall comply with the requirements of the Seminole County Purchasing Code & Procedures. The parties agree to voluntarily exchange information and documents necessary for resolution of the Contract Claim. The hearing officers (Purchasing Manager or Appeal Committee) under the Seminole County Purchasing Code & Procedures, shall have the right to make written requests to the COUNTY staff, ENGINEER, ENGINEER of RECORD, and CONTRACTOR at any time for additional information and documents needed to render a decision. The parties agree that persons required to render decisions under the procedures described in Section 3.5540 of the Seminole County Administrative Code shall not be required to render written decisions until Substantial Completion of the Work has been accomplished and the parties expressly waive the time periods for written decisions by the COUNTY's Purchasing Manager and Appeal Committee. In the event that CONTRACTOR appeals any decision of the Purchasing Manager under Seminole County Code, CONTRACTOR agrees to identify specific exceptions to the Purchasing Manager's decision including specific identification of the provisions of the Contract Documents relied upon. General assertions that the Purchasing Manager's decision is contrary to provisions of the Contract Documents, law, or fact are not sufficient. The CONTRACTOR recognizes and accepts the Seminole County Code requirements for posting an appeal bond.

**19.4 Resolution of Contract Time and Contract Price Disputes.** Contract Claims related to Contract Time under the Contract Documents provide for extensions of the Contract Time as the sole and exclusive remedy of CONTRACTOR. As to Contract Claims related to Contract Time or Contract Price disputes under the Contract Documents, the parties agree to exhaust all prescribed options under Section 3.55 of the Seminole County Administrative Code and the COUNTY's Contract Claims procedures prior to filing suit or otherwise pursuing legal remedies. The parties agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY's alternative dispute resolution procedures of which the parties had knowledge and failed to present during the COUNTY's Contract Claims procedures.

**19.5** In the event that the COUNTY's Contract Claims process is exhausted then, as a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party serving a written request for the same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select a mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The cost of mediation shall be split equally between

the two parties. This clause shall not prevent a party from filing a suit or other legal proceeding seeking emergency or injunctive relief.

**19.6 Notice of Contract Claims.** Contract Claims by the CONTRACTOR must be made by written notice on the form provided in the Contract Documents with complete documentation to ENGINEER and the COUNTY's Purchasing Manager. Notwithstanding the allowance of a specific time for giving notice in the Contract Documents, notices shall be given at the earliest possible moment and in no event later than the time allowed in the Contract Documents.

**19.7 Contract Claim Correspondence.** To assure prompt resolution of Contract Claims, the CONTRACTOR's correspondence related to Contract Claims shall have Contract Claim identification numbers assigned by CONTRACTOR. The Contract Claim numbers shall be sequential and assigned chronologically so that each Contract Claim can be individually identified by reference to the Contract Claim number. Each document submitted in support of a Contract Claim must bear the appropriate Contract Claim number.

**19.8 Contract Claim Disposition.** Each Contract Claim shall be treated separately under 3.55, Seminole County Administrative Code and this Section. Continuing Contract Claims or Contract Claims asserting damages for the cumulative effect of more than one Contract Claim are not permitted. However, if CONTRACTOR files a timely notice of Contract Claim under the Contract Documents, CONTRACTOR may file supplemental documents in support of any Contract Claim prior to the decision of the COUNTY's Purchasing Manager under Section 3.55, Seminole County Administrative Code. As to Contract Claim disputes under the Contract Documents, the decision of the COUNTY's Purchasing Manager or Appeal Committee or their designees shall stand as a COUNTY staff recommendation of settlement of the Contract Claim to the Seminole County Board of County Commissioners.

**19.9 Reservation of Contract Claims.** The parties agree that these Contract Documents provide no procedure for reservation, notice of reservation or notice of intent to file a Contract Claim and that such notices are void and of no effect. The parties agree that prompt and separate resolution of each Contract Claim benefits CONTRACTOR, COUNTY and the public.

**19.10 False Claims.** The COUNTY and CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole County Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

**Price Submittal****IFB-60 4900-24/LNF - Pavement Management Program**

Name of Bidder: Halifax Paving, Inc.

Mailing Address: P.O. Box 730549 Ormond Beach, FL 32173-0549

Street Address: 870 Hull Road

City/State/Zip: Ormond Beach, FL 32174

Phone Number: 386-676-0200 FAX Number: 386-676-0803

E-Mail Address: estimating@halifazpaving.net

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>30,629,500.00</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>444,000.00</u>
Group III - Milling	Subtotal: \$	<u>1,039,000.00</u>
Group IV - Striping	Subtotal: \$	<u>120,450.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>130,000.00</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>393,500.00</u>
Group VII - Earthwork	Subtotal: \$	<u>1,750,000.00</u>
<b>TOTAL BID:</b>	<b>\$</b>	<b><u>34,506,450.00</u></b>

Performance/Payment/Material-Workmanship Bonds Costs: 0.70%  
(Do not include in Unit Costs)



**IFB-604900-24/LNF - Pavement Management Program Services**  
**Road Construction Products & Related Materials**

**Group I: Asphalt Concrete and Friction Course in-place**

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 12,500.00	Estimated 300 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 60,000.00	Estimated 1,800 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 270,000.00	Estimated 3,800 Tons  <b>\$ 140.00 /Ton</b>  Total: \$ 532,000.00	Estimated 6,000 Tons  <b>\$ 130.00 /Ton</b>  Total: \$ 780,000.00	<b>\$ 1,654,500.00</b>
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 25,000.00	Estimated 600 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 120,000.00	Estimated 2,600 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 390,000.00	Estimated 6,000 Tons  <b>\$ 140.00 /Ton</b>  Total: \$ 840,000.00	Estimated 18,000 Tons  <b>\$ 130.00 /Ton</b>  Total: \$ 2,340,000.00	<b>\$ 3,715,000.00</b>
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 12,500.00	Estimated 300 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 60,000.00	Estimated 1,800 Tons  <b>\$ 175.00 /Ton</b>  Total: \$ 315,000.00	Estimated 3,800 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 570,000.00	Estimated 6,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 900,000.00	<b>\$ 1,857,500.00</b>
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 25,000.00	Estimated 600 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 120,000.00	Estimated 2,600 Tons  <b>\$ 175.00 /Ton</b>  Total: \$ 455,000.00	Estimated 8,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 1,200,000.00	Estimated 20,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 3,000,000.00	<b>\$ 4,800,000.00</b>
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons  <b>\$ 300.00 /Ton</b>  Total: \$ 24,000.00	Estimated 300 Tons  <b>\$ 300.00 /Ton</b>  Total: \$ 90,000.00	Estimated 1,800 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 450,000.00	Estimated 3,800 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 950,000.00	Estimated 6,000 Tons  <b>\$ 225.00 /Ton</b>  Total: \$ 1,350,000.00	<b>\$ 2,864,000.00</b>
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 25,000.00	Estimated 400 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 80,000.00	Estimated 2,000 Tons  <b>\$ 175.00 /Ton</b>  Total: \$ 350,000.00	Estimated 6,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 900,000.00	Estimated 8,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 1,200,000.00	<b>\$ 2,555,000.00</b>
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 25,000.00	Estimated 600 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 120,000.00	Estimated 2,600 Tons  <b>\$ 175.00 /Ton</b>  Total: \$ 455,000.00	Estimated 8,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 1,200,000.00	Estimated 20,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 3,000,000.00	<b>\$ 4,800,000.00</b>



**IFB-604900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group I: Asphalt Concrete and Friction Course in-place**

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 12,500.00	Estimated 300 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 60,000.00	Estimated 1,800 Tons  <b>\$ 175.00 /Ton</b>  Total: \$ 315,000.00	Estimated 3,800 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 570,000.00	Estimated 6,000 Tons  <b>\$ 150.00 /Ton</b>  Total: \$ 900,000.00	<b>\$ 1,857,500.00</b>
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons  <b>\$ 350.00 /Ton</b>  Total: \$ 28,000.00	Estimated 300 Tons  <b>\$ 350.00 /Ton</b>  Total: \$ 105,000.00	Estimated 1,800 Tons  <b>\$ 300.00 /Ton</b>  Total: \$ 540,000.00	Estimated 3,800 Tons  <b>\$ 275.00 /Ton</b>  Total: \$ 1,045,000.00	Estimated 6,000 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 1,500,000.00	<b>\$ 3,218,000.00</b>
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons  <b>\$ 350.00 /Ton</b>  Total: \$ 28,000.00	Estimated 400 Tons  <b>\$ 350.00 /Ton</b>  Total: \$ 140,000.00	Estimated 1,800 Tons  <b>\$ 300.00 /Ton</b>  Total: \$ 540,000.00	Estimated 3,800 Tons  <b>\$ 275.00 /Ton</b>  Total: \$ 1,045,000.00	Estimated 6,000 Tons  <b>\$ 250.00 /Ton</b>  Total: \$ 1,500,000.00	<b>\$ 3,253,000.00</b>
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons  <b>\$ 300.00 /Ton</b>  Total: \$ 15,000.00	Estimated 200 Tons  <b>\$ 200.00 /Ton</b>  Total: \$ 40,000.00				<b>\$ 55,000.00</b>
<b>TOTAL FOR GROUP I</b>							<b>\$ 30,629,500.00</b>

**Halifax Paving, Inc.**



**IFB-604900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group II: Sand and Seal in-place**

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand  (Section 916)	Estimated 500 SY  \$ 7.00 /SY  Total: \$ 3,500.00	Estimated 1500 SY  \$ 7.00 /SY  Total: \$ 10,500.00	Estimated 2500 SY  \$ 5.00 /SY  Total: \$ 12,500.00	Estimated 3500 SY  \$ 5.00 /SY  Total: \$ 17,500.00	\$ 44,000.00
341-1-1	Asphalt Membrane Interlayer  (Section 341)	Estimated 500 SY  \$ 50.00 /SY  Total: \$ 25,000.00	Estimated 1500 SY  \$ 50.00 /SY  Total: \$ 75,000.00	Estimated 2500 SY  \$ 50.00 /SY  Total: \$ 125,000.00	Estimated 3500 SY  \$ 50.00 /SY  Total: \$ 175,000.00	\$ 400,000.00
<b>TOTAL FOR GROUP II</b>						<b>\$ 444,000.00</b>

**Halifax Paving, Inc.**

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**IFB-604900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group III: Milling Existing Asphalt Pavement in-place**

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 10,000.00	Estimated 2,000 SY  <b>\$ 6.00 /SY Inch</b>  Total: \$ 12,000.00	Estimated 8,000 SY  <b>\$ 4.00 /SY Inch</b>  Total: \$ 32,000.00	Estimated 30,000 SY  <b>\$ 3.00 /SY Inch</b>  Total: \$ 90,000.00	<b>\$ 144,000.00</b>
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 10,000.00	Estimated 3,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 30,000.00	Estimated 10,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 50,000.00	Estimated 40,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 200,000.00	<b>\$ 290,000.00</b>
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 10,000.00	Estimated 4,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 40,000.00	Estimated 12,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 60,000.00	Estimated 50,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 250,000.00	<b>\$ 360,000.00</b>
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 10,000.00	Estimated 2,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 20,000.00	Estimated 6,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 30,000.00	Estimated 20,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 100,000.00	<b>\$ 160,000.00</b>
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY  <b>\$ 10.00 /SY Inch</b>  Total: \$ 10,000.00	Estimated 2,000 SY  <b>\$ 7.50 /SY Inch</b>  Total: \$ 15,000.00	Estimated 4,000 SY  <b>\$ 5.00 /SY Inch</b>  Total: \$ 20,000.00	Estimated 10,000 SY  <b>\$ 4.00 /SY Inch</b>  Total: \$ 40,000.00	<b>\$ 85,000.00</b>
<b>TOTAL FOR GROUP III</b>						<b>\$ 1,039,000.00</b>

**Halifax Paving, Inc.**



**IFB-604900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group IV: Temporary Pavement Marking in-place**

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 6.75	\$ 13,500.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 7.50	\$ 7,500.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 7.50	\$ 7,500.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.75	\$ 15,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 3.00	\$ 12,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 6.00	\$ 12,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.75	\$ 22,500.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 4.50	\$ 9,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 210.00	\$ 4,200.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 175.00	\$ 875.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 175.00	\$ 1,750.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 175.00	\$ 875.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 140.00	\$ 700.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 140.00	\$ 1,400.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 140.00	\$ 700.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 140.00	\$ 700.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 140.00	\$ 1,400.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 140.00	\$ 2,800.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 85.00	\$ 4,250.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 170.00	\$ 1,700.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 10.00	\$ 100.00
					<b>\$ 120,450.00</b>

**Halifax Paving, Inc.**



**IFB-904900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb**

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,500.00 ED Total: -\$1,500.00	<b>Do Not Include this Item in Bid Total</b>
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	<b>Do Not Include this Item in Bid Total</b>
5-3	Liquidated Damages LD (For non-compliance of the 30-day time frame for completion of Punch List ) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	<b>Do Not Include this Item in Bid Total</b>
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project <b>Not to Exceed 5% of Contract Total</b>	<b>Do Not Include this Item in Bid Total</b>
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response <b>\$ 25,000.00 /EA</b>	<b>\$ 25,000.00</b>
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. <b>(not to exceed \$2,000 per day)</b>	<b>\$ 2,000.00 /EA</b>	<b>\$ -</b>
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	<b>\$ 150.00 /HR</b>	<b>\$ -</b>
102-99	Portable Changeable Message Sign	Estimated 1,000 ED <b>\$ 45.00 /ED</b>	<b>\$ 45,000.00</b>
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY <b>\$ 25.00 /SY</b>	<b>\$ 20,000.00</b>
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA <b>\$ 150.00 /EA</b>	<b>\$ 3,750.00</b>
425-6A	Manhole Ring Adjustment	Estimated 25 EA <b>\$ 250.00 /EA</b>	<b>\$ 6,250.00</b>
525-1	Asphaltic Concrete Curb	Estimated 500 LF <b>\$ 10.00 /LF</b>	<b>\$ 5,000.00</b>
5-4	Asphalt Speed Cushion	Estimated 25 EA <b>\$ 1,000.00 /LF</b>	<b>\$ 25,000.00</b>

Exhibit C

	TOTAL FOR GROUP V	\$ 130,000.00
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Halifax Paving, Inc.



**IFB-604900-24/LNF - Pavement Management Program Services**  
**Road Construction Products & Related Materials**

**Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site**

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 95.00 /Ton Total: \$ 95,000.00	Estimated 200 Tons \$ 110.00 /Ton Total: \$ 22,000.00	\$ 117,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 100.00 /Ton Total: \$ 100,000.00	Estimated 200 Tons \$ 115.00 /Ton Total: \$ 23,000.00	\$ 123,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 140.00 /Ton Total: \$ 28,000.00	\$ 53,000.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 140.00 /Ton Total: \$ 28,000.00	\$ 53,000.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 25.00 /Ton Total: \$ 12,500.00	Estimated 500 Tons \$ 50.00 /Ton Total: \$ 25,000.00	\$ 37,500.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 10.00 /Gal Total: \$ 10,000.00		\$ 10,000.00
			<b>TOTAL FOR GROUP VI</b>	<b>\$ 393,500.00</b>

**Halifax Paving, Inc.**



**IFB-604900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group VII: Earthwork**

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY  <b>\$ 100.00 /CY</b>  Total: \$ 5,000.00	Estimated 100 CY  <b>\$ 100.00 /CY</b>  Total: \$ 10,000.00	Estimated 500 CY  <b>\$ 50.00 /CY</b>  Total: \$ 25,000.00	Estimated 800 CY  <b>\$ 50.00 /CY</b>  Total: \$ 40,000.00	<b>\$ 80,000.00</b>
120-6	Embankment	Estimated 50 CY  <b>\$ 100.00 /CY</b>  Total: \$ 5,000.00	Estimated 100 CY  <b>\$ 100.00 /CY</b>  Total: \$ 10,000.00	Estimated 500 CY  <b>\$ 50.00 /CY</b>  Total: \$ 25,000.00	Estimated 800 CY  <b>\$ 50.00 /CY</b>  Total: \$ 40,000.00	<b>\$ 80,000.00</b>
121-70	Flowable Fill	Estimated 50 CY  <b>\$ 500.00 /CY</b>  Total: \$ 25,000.00	Estimated 100 CY  <b>\$ 500.00 /CY</b>  Total: \$ 50,000.00			<b>\$ 75,000.00</b>
Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY  <b>\$ 25.00 /SY</b>  Total: \$ 12,500.00	Estimated 2000 SY  <b>\$ 25.00 /SY</b>  Total: \$ 50,000.00	Estimated 3000 SY  <b>\$ 15.00 /SY</b>  Total: \$ 45,000.00	Estimated 4000 SY  <b>\$ 10.00 /SY</b>  Total: \$ 40,000.00	<b>\$ 147,500.00</b>
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY  <b>\$ 25.00 /SY</b>  Total: \$ 12,500.00	Estimated 1000 SY  <b>\$ 25.00 /SY</b>  Total: \$ 25,000.00	Estimated 1500 SY  <b>\$ 20.00 /SY</b>  Total: \$ 30,000.00	Estimated 2000 SY  <b>\$ 15.00 /SY</b>  Total: \$ 30,000.00	<b>\$ 97,500.00</b>

**Halifax Paving, Inc.**



**IFB-604900-24/LNF - Pavement Management Program Services  
Road Construction Products & Related Materials**

**Group VII: Earthwork**

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY  <b>\$ 50.00 /SY</b>  Total: \$ 25,000.00	Estimated 1000 SY  <b>\$ 50.00 /SY</b>  Total: \$ 50,000.00	Estimated 1500 SY  <b>\$ 35.00 /SY</b>  Total: \$ 52,500.00	Estimated 2000 SY  <b>\$ 25.00 /SY</b>  Total: \$ 50,000.00	<b>\$ 177,500.00</b>
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY  <b>\$ 50.00 /SY</b>  Total: \$ 25,000.00	Estimated 1000 SY  <b>\$ 50.00 /SY</b>  Total: \$ 50,000.00	Estimated 1500 SY  <b>\$ 35.00 /SY</b>  Total: \$ 52,500.00	Estimated 2000 SY  <b>\$ 25.00 /SY</b>  Total: \$ 50,000.00	<b>\$ 177,500.00</b>
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY  <b>\$ 105.00 /SY</b>  Total: \$ 52,500.00	Estimated 2000 SY  <b>\$ 105.00 /SY</b>  Total: \$ 210,000.00	Estimated 3000 SY  <b>\$ 85.00 /SY</b>  Total: \$ 255,000.00	Estimated 4000 SY  <b>\$ 75.00 /SY</b>  Total: \$ 300,000.00	<b>\$ 817,500.00</b>
570-1-2	Performance Turf, Sod	Estimated 500 SY  <b>\$ 10.00 /SY</b>  Total: \$ 5,000.00	Estimated 1000 SY  <b>\$ 10.00 /SY</b>  Total: \$ 10,000.00	Estimated 1500 SY  <b>\$ 5.00 /SY</b>  Total: \$ 7,500.00	Estimated 2000 SY  <b>\$ 5.00 /SY</b>  Total: \$ 10,000.00	<b>\$ 32,500.00</b>
577-70	Shoulder Rework	Estimated 500 SY  <b>\$ 20.00 /SY</b>  Total: \$ 10,000.00	Estimated 1000 SY  <b>\$ 20.00 /SY</b>  Total: \$ 20,000.00	Estimated 1500 SY  <b>\$ 10.00 /SY</b>  Total: \$ 15,000.00	Estimated 2000 SY  <b>\$ 10.00 /SY</b>  Total: \$ 20,000.00	<b>\$ 65,000.00</b>
<b>TOTAL FOR GROUP VII</b>						<b>\$ 1,750,000.00</b>

**Halifax Paving, Inc.**



**IFB-604900-24/LNF - Pavement Management Program Services**  
**Road Construction Products & Related Materials**

**Totals: Group I thru VII**

<b>Group No.</b>	<b>Group Description</b>	<b>Totals</b>
<b>Group I</b>	Asphalt Concrete and Friction Course in-place	\$ 30,629,500.00
<b>Group II</b>	Sand and Seal in-place	\$ 444,000.00
<b>Group III</b>	Milling Existing Asphalt Pavement in-place	\$ 1,039,000.00
<b>Group IV</b>	Temporary Pavement Marking in-place	\$ 120,450.00
<b>Group V</b>	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb, Speed Cushion	\$ 130,000.00
<b>Group VI</b>	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 393,500.00
<b>Group VII</b>	Earthwork	\$ 1,750,000.00
<b>TOTAL GROUP I THRU VII</b>		<b>\$ 34,506,450.00</b>

**Halifax Paving, Inc.**

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**TERM CONTRACT FOR PAVEMENT MANAGEMENT SERVICES**

**INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 1,000,000	Personal and Advertising Injury
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Umbrella/Excess:

	\$ 3,000,000	Per Claim
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E. Pollution Liability:

	\$ 1,000,000	Per Occurrence
	\$ 2,000,000	General Aggregate

**Seminole County, Florida** named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

Agreement Name: PAVEMENT MANAGEMENT SERVICES

Agreement Number: IFB-604900-24/LWF

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604900-24/LWF are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604900-24/LWF for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

*[Balance of this page intentionally blank; signatory page follows]*

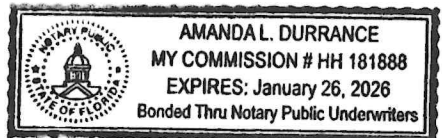
DATED this 29<sup>TH</sup> day of JANUARY, 20 25.

HALIFAX PAVING, INC.  
Consultant Name

By: [Signature]  
Print Name: JOSEPH L. DURRANCE  
Title: VICE-PRESIDENT

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

I HEREBY CERTIFY that, on this 29<sup>TH</sup> day of JANUARY, 20 25, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOSEPH L. DURRANCE,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.



Amanda L. Durrance  
Print Name AMANDA L. DURRANCE  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 01/26/2026

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**HUMAN TRAFFICKING AFFIDAVIT**  
**CONTRACT # \_\_\_\_\_**

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of \_\_\_\_\_, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

**Nongovernmental Entity:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, as \_\_\_\_\_ on behalf of the

Nongovernmental Entity. They  are personally known to me or  have produced

\_\_\_\_\_ as identification.

(Affix Notary Stamp or Seal)

\_\_\_\_\_  
Notary Public Signature

Print, Type or Stamp Name of Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_