

**SECTION 8**

**GENERAL  
CONDITIONS**

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## GENERAL CONDITIONS

**1.0 DEFINITIONS AND TERMS**

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

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

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

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

CLAIM: A written demand or assertion by the County or the Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract.

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

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

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

CONSTRUCTION/PROGRESS SCHEDULE: A time schedule prepared and submitted by the Contractor in an approved form and in a Primavera compatible approved format, describing the sequence and duration of activities comprising the Contractor's plan to accomplish the Work within the prescribed Contract Times.

CONSTRUCTION PROJECT MANAGER: Authorized County representative with specific responsibilities and duties as defined by the County for management of specified portions of the Contract.

CONTRACT: The totality of the Contract Documents.

CONTRACT AMENDMENT: A form of Contract Modification requiring formal Sarasota County Commission approval.

CONTRACT DOCUMENTS: All documents listed in Article III of the Construction Contract.

CONTRACT MODIFICATION: A document signed by the County and the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.

**CONTRACT PRICE:** The Contractor's bid price accepted by the County, including or excluding additive or deductive alternates, as stipulated in Article II of the Construction Contract.

**CONTRACT TIMES:** The number of calendar days stipulated in Article VIII of the Construction Contract provided to the Contractor to achieve Milestones (as stipulated), Substantial Completion, and Final Completion of the Work, as defined herein.

**CONTRACTOR:** The person, firm, or corporation who executed the Construction Contract with the County, and who is responsible for the completion of the Work.

**COUNTY:** Political subdivision of the State of Florida including the SARASOTA COUNTY COMMISSION, the entity with whom the Contractor has entered into the Contract and for whom the Work is to be performed, including the County Engineer or designated representative.

**DAY:** The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

**EFFECTIVE DATE OF THE CONTRACT:** The date the Construction Contract is approved and signed by the County, on which date the Contract becomes effective.

**ENGINEER/ARCHITECT OF RECORD:** The person, firm or corporation registered in the State of Florida as a Professional Engineer/Architect, or Professional Engineering/ Architectural Company, responsible for the preparation and approval of the Construction Plans/Drawings and Technical Specifications; the permitting of the project with Federal, State, and local agencies having jurisdiction over the Work; and for certification that the Work completed was in substantial conformance with the approved plans and specifications, and/or noting and recording exceptions that did not substantially affect the functionality or quality of the Work required for its intended use. The Engineer/Architect of Record may be one or more persons, firms or corporations.

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

**FINAL COMPLETION AND ACCEPTANCE:** The date when the Work is completed and approved by the County and the Contractor, including completion of all punch list items, submittal of approved as-built drawings, and completion of all other project close-out requirements, all as defined in the Contract Documents. Evidence witnessing this date will be issued in the "Final Completion and Acceptance Certificate".

**INTERIM FIELD CHANGE AGREEMENT (IFCA):** A form of Contract Modification within the general scope of the Contract, which does not result in the Contract Price exceeding the amount stipulated in the Construction Contract. This Contract document, approved and signed by the County and the Contractor, authorizes an addition, deletion, or revision in the Work or an allocation of the Contract contingency or adjustment to the Contract Times, issued on or after the Effective Date of the Contract.

**JOBSITE:** Lands or areas indicated in the Contract Documents as being furnished by the County upon which the Work is to be performed, including rights-of-ways and easements for access thereto, and such other lands indicated by the County which are designated for the use of the Contractor.

**MILESTONE:** A principal event or Work item, specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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

**NOTICE TO PROCEED:** A written notice given by the County to the Contractor fixing the date on which the Contract Times will commence to run and on which date the Contractor shall start to perform the Work under the Contract. The Notice to Proceed will fix the dates of Milestones, where applicable, Substantial Completion, and Final Completion of the Contract, based on the stipulated Contract Times.

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

**PROJECT:** The entire construction or installation to be performed which the Work under this Contract may be the whole or part.

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

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

**SCHEDULE OF VALUES:** A cost schedule prepared and maintained by the Contractor, allocating portions of the Contract Price to various Lump Sum items of the Work as defined in the Contract Documents, and used as the basis for reviewing and approving the Contractor's application for payment.

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

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

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

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

**SURETY:** Any person, firm, or corporation that has executed as Surety the Contractor's Bid Bond and/or Performance and Payment Bond securing the performance of the Construction Contract.

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

**UNDERGROUND FACILITIES:** All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, reuse water, storm water, other liquids or chemicals, or traffic or other control systems.

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

## 2.0 CONTRACTOR REQUIREMENTS

- 2.1 GENERAL: The Work covered by the Contract Documents includes the furnishing of all plant, labor, equipment, tools, materials and performing all operations and construction work, including all appurtenant work, in accordance with the Contract Documents. The Contractor shall perform all operations, construction, and incidentals necessary to complete the Work in a turnkey condition. The Contractor may subcontract a portion of the Work, but shall perform with his own organization work amounting to not less than fifty one percent (51%) of the total Contract Price.

## 3.0 CONTRACT DOCUMENTS

- 3.1 CONTRACT DOCUMENTS: Refer to Article III of the Construction Contract for the list of Contract Documents included in the Contract. The Contract Documents comprise the entire Contract between the County and Contractor.

3.2 INTENT:

- A. It is the intent of the Contract Documents to describe the Work (or part thereof) to be constructed by the Contractor, which results in a complete and functional product. Any plant, labor, materials, equipment, tools, and services that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended results will be provided whether or not specifically called for at no additional cost to the County.
- B. The several parts of the Contract are intended to be complimentary in describing the Work and the responsibilities of the Contractor and the County and any requirements stipulated in one part of the Contract Documents is as binding on the parties as though occurring in all. In the event there are any conflicting provisions or requirements among the Contract Documents, the provisions and requirements of the Contract Documents shall take the following order of precedence:
1. IFCA and Contract Amendments
  2. Construction Contract
  3. Special Conditions
  4. Supplemental General Conditions
  5. General Conditions
  6. Technical Specifications
  7. Construction Plans/Drawings

In case of discrepancy concerning dimension, quantity, and location, graphic drawings will take precedence over the specifications; explanatory notes on the drawings will take precedence over conflicting drawn indications; and large scale details will take precedence over smaller scaled drawings. In case of discrepancy concerning quality and/or quantity within the documents, the Contractor shall include the better quality and/or the greater quantity, unless otherwise determined in writing by the County.

Interpretations and resolution of discrepancies within the Contract Documents shall be made solely by the County's Administrative Agent and issued in writing upon receipt of the Contractor's written request.

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

- 3.3 CONFORMED CONTRACT DOCUMENTS: Following award of the Contract, the County will prepare the Conformed Contract Documents, providing one (1) originally signed and executed set to the Contractor. Up to three (3) additional copies of the Conformed Contract Documents will be provided to the Contractor at no charge. Additional copies of the



Conformed Contract Documents may be obtained from the County upon payment of reproduction costs. One complete set of Construction Plans/Drawings and Technical Specifications shall be maintained at the Jobsite for as-built drawings preparation by the Contractor, and shall be available for review by the County at all times.

#### 3.4 CONSTRUCTION PLANS/DRAWINGS:

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

#### 3.5 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

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

#### 3.6 REFERENCE STANDARDS:

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

#### 3.7 REUSE OF DOCUMENTS:

- A. The Contractor and any Subcontractor or supplier or other individual or entity performing or furnishing all or any portion of the Work, shall not:
  - 1) Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer/Architect of Record or the Engineer/Architect of Record's consultants, including electronic media editions.

- 2) Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the County and the Engineer/Architect of Record and specific written verification or adaption by the Engineer/Architect of Record.
- B. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of the Contract Documents for record purposes.

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

##### **4.1 PRE-CONSTRUCTION CONFERENCE:**

- A. Following award of the Contract, the County may schedule a pre-construction conference. Attendees of the conference shall be the Contractor and the Contractors proposed superintendent, the County and authorized representative(s), utility company representatives, and other interested parties.
- B. The pre-construction conference is intended to establish a working understanding among the parties, and to review work schedules, procedures for handling shop drawings and other submissions, processing of progress payments, and such other matters as may be pertinent to the Work. The Contractor shall submit, for approval by the County, a summary of the proposed work approach, a preliminary Schedule of Values, a preliminary Submittals Schedule, a preliminary Construction/Progress Schedule, emergency contact phone numbers, Labor and Equipment Rate Schedule (excluding overhead and profit), and any other information as required for the pre-construction conference.

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

###### **A. SCHEDULE OF VALUES:**

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

###### **B. SUBMITTALS SCHEDULE:**

- 1) This schedule, which is incorporated into the Construction/Progress Schedule, provides for the review and acceptance of the Contractor's submittals required by the Contract Documents, and must provide sufficient time for the County review so as to comply with the Contract Times.
- 2) This schedule shall also include any Contractor proposed substitutions/"or equal" products requiring review by and approval of the County. The Contractor shall provide sufficient time in the Construction/Progress Schedule for such product review.
- 3) The Contractor's schedule of submittals will be acceptable to the County if it provides for a workable arrangement for reviewing and processing the required submittals as shown on the Progress Schedule.

###### **C. CONSTRUCTION/PROGRESS SCHEDULE:**

- 1) This construction schedule, prepared in Primavera compatible critical path format, indicating the times (numbers of days or dates) for starting and completing the various items and stages of the Work, including the scheduling of any Milestones specified in the Contract Documents, Substantial Completion, and Final Completion. The initial submittal shall, at a minimum, indicate the late start dates and late finish dates required to meet the Contract Times.

2) The Contractor's Progress Schedule will be acceptable to the County if it provides for an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on the County responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefore.

D. The County will provide the Contractor with its comments to the above schedules. No Progress Payment will be made to the Contractor until acceptable schedules are submitted to the County.

4.3 NOTICE TO PROCEED: A written Notice will be provided to the Contractor by the County affirming the date on which the Contract Times will commence to run. The date of the Notice to Proceed generally begins the Contract Times unless another date is otherwise agreed to by the County and the Contractor, and is the date on which the Contractor shall start to perform the Contractor's obligations under this Contract. This Notice to Proceed will also set the completion dates for Milestones (where applicable), Substantial Completion, and Final Completion of the Work. No work shall commence at the Jobsite prior to the date on which the Contract Times commence to run.

4.4 EARTH MOVING PERMIT:

A. Temporary storage and stockpiling of materials resulting from earthmoving activities on private property will require a permit based on the Sarasota County Earthmoving Ordinance. The Contractor is responsible for obtaining an Earthmoving Permit prior to commencing construction, in the event the Contractor plans on storing and stockpiling such materials on private property.

B. Earthmoving activities, such as excavating, hauling, receiving, and stockpiling, performed in connection with a Sarasota County construction or maintenance project, and performed within and upon County owned property and rights-of-ways, is authorized under the Sarasota County Earthmoving Ordinance as an exemption. These activities, however, may be subject to certain submittals per the Earthmoving Ordinance. The Contractor is responsible for determining what, if any, submittals are required in order to comply with the Earthmoving Ordinance.

4.5 NOTIFICATIONS:

A. Notice to the County: The Contractor shall give the County five (5) days advanced written notice of the date scheduled to commence Work under this Contract in order that required County actions may be started sufficiently in advance of the Contractor's operations. This Notice to the County shall be given within the time frame of the issuance of the Notice to Proceed.

B. Notification of Utility Companies: The Contractor shall notify the utility companies and agencies well ahead of the proposed Work. The Contractor shall cooperate with all affected utility companies and provide schedules, etc., when requested.

C. Emergency Vehicle Notification: The Contractor shall notify the police, fire department, and ambulance services of the proposed construction schedule one week in advance of the proposed Work.

D. Resident Notification: The Contractor will provide notification to all residents affected by, and adjacent to the Work. The notification will be delivered no less than one week prior to construction commencement. Notices shall be hand-delivered door to door to the properties first affected by the construction; thereafter properties to be affected within five (5) days of construction shall receive notice thereof. The door hanger format shall be developed by the County for use by the Contractor.

4.6 AUDIO-VISUAL PRE-CONSTRUCTION RECORD: Prior to commencing the Work, the Contractor shall have a continuous color audio-video record in digital video format taken at and around the Jobsite, and along the length of the proposed Work, to serve as a record of pre-construction conditions. No construction shall begin prior to review and acceptance of the digital video's covering the Work area(s) by the County.

The County shall have the authority to reject all or any portion of the audio-video recordings not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall promptly reschedule the re-recording of unacceptable coverage after being notified. The County will designate those areas, if any, to be omitted from or added to the audio-video coverage. The audio-video recordings shall not be made more than thirty days prior to construction start. All audio/video recordings and written records related to the recordings shall become property of the County. Submittals of pre and post Construction digital video recordings will be as specified in the Contract Documents.

#### 4.7 COMMUNICATIONS/NOTICES:

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

### 5.0 PROGRESS AND CONTROL OF THE WORK

#### 5.1 TIMELY PERFORMANCE OF THE WORK:

- A. Time limits stated in the Construction Contract are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Times stated in the Construction Contract are reasonable periods for performing the Work.
- B. The Contractor shall execute the Work in such time and with such forces of workers, materials, equipment and tools as are required to complete the Work as contemplated in the Contract Documents and detailed in the current Construction/Progress Schedule. If at any time the workers, materials, equipment and tools used are insufficient or improper for securing the quality of work required, or the required rate of progress, the Contractor shall increase its efficiency and improve the quality of its work to comply with the Contract Documents and as is necessary to complete the Work within the Contract Times.

#### 5.2 SEQUENCE OF WORK:

- A. The Contractor shall schedule the Work as set forth in the Contract Documents, and where shown, perform the Work in stages as indicated in the Contract Documents.
- B. The Contractor shall submit a Work sequence schedule/plan to the County for review prior to any construction activity. This Work sequencing, once approved, shall be reflected in the Construction/Progress Schedule. The Contractor shall take into consideration any special conditions, restrictions and allowances identified in the Contract Documents, when developing the sequence schedule and implementing the Work.
- C. Special conditions, restrictions and allowances may be required to minimize inconvenience to the general public and to expedite the restoration efforts.

#### 5.3 TEMPORARY FACILITIES/STAGING AND STORAGE AREA(S):

- A. The Contractor shall provide adequate facilities at every stage of performing the Work.
- B. The types of facilities and utility services required for general temporary use at the Jobsite may include the following (other specific services may be required for specific construction methods or operations):
  - 1) Water service (potable for certain uses).
  - 2) Portable sanitary facilities.

- 3) Drainage and run-off control facilities.
  - 4) Compressed air service.
  - 5) Electric power service.
- C. In setting up temporary facilities, the Contractor shall:
- 1) Follow all applicable codes and ordinances that may govern the permitting and inspection by governing authorities in establishing the temporary facilities.
  - 2) Comply with pollution and environmental protection regulations for the use of water and other services, and for the discharge of wastes and storm water drainage from the Work area.
  - 3) Enforce strict discipline in the use of utility services. Limit availability to essential uses, so as to minimize waste. Do not allow the installations to be abused or endangered.
  - 4) Provide adequate signs, fences, barricades, and flashing lights, and take all necessary precautions for the protection of the Work area and the safety of the public.
- D. Staging and Storage Areas:
- 1) The Contractor shall be responsible for locating, securing, and paying for staging and storage areas located outside of the County owned property and rights-of-ways.
  - 2) The Contractor's attention is directed to the County requirements involving permitting for Earth Moving activities. (See Article 4 – Pre-Construction Activities).
- E. Storage of Materials:
- 1) All materials, supplies and equipment, including the County supplied materials, supplies and equipment, intended for use in the Work shall be suitably stored by the Contractor at the Contractor's expense, to prevent damage from exposure to the elements of nature, mixture with foreign substances, vandalism or theft, or other cause. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting there from. Delivered materials shall be stored in a manner recommended by the manufacturer or supplier and acceptable to the County before any payment will be made.
  - 2) The County will refuse to accept, or sample for testing any materials, supplies or equipment that have been improperly stored or have become contaminated in any way. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the Jobsite.
  - 3) All materials removed from the Jobsite for disposal as called for in the Contract Documents or directed by the County, shall be performed in a legal manner in conformance with all local, State, and Federal laws and regulations.

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

- A. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Jobsite and other areas permitted by laws and regulations, and shall not unreasonably encumber the Jobsite and other areas with construction equipment or other materials or equipment. The Contractor shall allow use of the Jobsite by other contractors, by the County, and by the public, as applicable.
- B. The Contractor shall keep the Jobsite free of rubbish and waste materials on a continual basis, and shall restore to their original condition those portions of the Jobsite disrupted by the construction.

#### 5.5 MOBILIZATION:

- A. The Contractor shall mobilize as required for the proper performance and completion of the Work.

5.6 WORK HOURS:

- A. Regular working hours are defined as up to ten (10) hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 5:00 P.M., excluding Saturdays, Sundays, and Holidays.
- B. Whenever the Contractor is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection of the Work will be required.
- C. Requests for approval by the County to work other than regular working hours must be submitted to the County at least 48 hours prior to any proposed weekend work or scheduled extended workweek hours.
- D. Periodic unscheduled work hours on weekdays will be permitted provided that two hours notice is provided to the County. Maintenance and cleanup may be performed during hours other than regular working hours.

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

5.8 PROGRESS MEETINGS:

- A. On days and at a location mutually agreed upon at the pre-construction conference, regular progress meetings shall be held at the Jobsite, at the County's designated office, or at the Contractor's project office, to review the progress of the Work, identify any utility issues and potential delays or problems, review any required project submittals, review progress payment applications, and discuss other issues that may arise.

5.9 CONSTRUCTION/PROGRESS SCHEDULE:

- A. The Contractor shall adhere to the currently accepted Construction/Progress Schedule as it may be adjusted from time to time as provided below, and as may be further detailed in the Contract Documents.
  - 1) Schedule adjustments with no change in Contract Times: The Contractor shall submit to the County for acceptance, proposed adjustments in the Construction/Progress Schedule that will not result in changing the Contract Times. Such adjustments, if accepted, shall be incorporated into a revised Progress Schedule which will be submitted with the Contractor's next progress payment application.
  - 2) Proposed schedule adjustments with a change in Contract Times: Proposed changes to the Construction/Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Times may only be modified by an IFCA or Contract Amendment.

5.10 AS-BUILT DOCUMENTS:

- A. The Contractor shall maintain in a safe place at the Jobsite one record set of Conformed Contract Documents, IFCA's, Contract Amendments, and written interpretations and clarifications in good order and annotated to show changes made during construction.
- B. All approved shop drawings, product data sheets, and samples, are to be made available to the County at all times during the progress of the Work.
- C. During the progress of the Work, the Contractor shall maintain accurate daily written records of the Work performed and conditions of the Work.

- D. The record set of Construction Plans/Drawings, which will become the "as-built" drawings, shall be "red-lined" by the Contractor to show all changes in the Work, including approved materials and equipment changes and approved changes in horizontal and vertical alignments made during the course of the Work. All locations and dimensions shall be referenced by two (2) point swing-ties taken from permanent, readily identifiable reference points, such as building walls and corners, columns, utility poles, hydrants, valves, etc. All depths or elevations are to be taken from finished floors, finished grades, or from permanent bench marks shown on the Construction Plans/Drawings.
- E. Prior to approval of the Contractor's monthly payment applications, the County shall review the as-built drawings to ensure that they are up-to-date, and accurate. The County may withhold progress payments should the review reveal that the as-built drawings have not been properly maintained.
- F. Upon completion of the Work, and as a pre-requisite to Final Completion and Acceptance, these as-built drawings shall be delivered in good condition to the County.
- G. The Contractor shall be held responsible for the accuracy of the as-built drawings, and shall bear any costs incurred in finding utilities or other concealed or buried Work items, as a result of incorrect data furnished by the Contractor. The review of the as-built drawings by the County does not relieve the Contractor from obligations under the Contract, and for providing the necessary information on Work completed for the Engineer/Architect of Record's certification.

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

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

#### 5.12 WORK WITHIN THE COUNTY/STATE RIGHTS-OF-WAYS:

- A. The Contractor shall refer to the latest revised editions of the Sarasota County Mobility standards, and the Florida Department of Transportation specifications and regulations for all work within the County and State rights-of-ways.
- B. Contractor shall apply for, pay, and obtain the necessary city, County, and State Right-of-Way Permit(s) prior to the start of any Work within a public right-of-way.
- C. All private and public right-of ways, which are used or affected by the Work, will be maintained and preserved from damage during the Contractor's operations and restored to their original or better condition upon completion or cessation of Work.

#### 5.13 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property.
- B. The Contractor shall comply with all provisions of the Florida Trench Safety Act. the Contractor shall comply with all OSHA regulations referenced in the Florida Trench Safety Act, and applicable to the construction of the Work.
- C. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by vehicles, pedestrians and workmen.

- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench and prohibiting stacking excavated material in the street.
- E. Access to driveways must be maintained and, if disturbed or damaged, restored as soon as practical by the Contractor.
- F. The maximum length of open trench shall be forty (40) feet at any one time. Trenches shall not remain open overnight.
- G. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.
- H. All costs in connection with open excavations shall be included in the Unit Price and/or Lump Sum prices.

#### 5.14 EROSION CONTROL:

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

#### 5.15 MAINTENANCE OF TRAFFIC (MOT):

- A. The Contractor shall be responsible for the design, submittal, and approval by the proper reviewing agencies, of maintenance of traffic (MOT) plans for each stage of the Work. It will be the Contractor's responsibility to set up and maintain the MOT according to State and local transportation agency regulations. All MOT work shall conform to the requirements of the Sarasota County Mobility standards.
- B. The Contractor's work under this section includes preparing, constructing, and maintaining of approved ingress and egress features at the temporary storage/staging facility to reduce/eliminate tracking of mud, silt, and dust onto public and private residential streets.
- C. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property, in a manner satisfactory to the County.
- D. The Contractor may not begin work until the maintenance of traffic (MOT) plan is approved in writing by Sarasota County Mobility. Any modification to the MOT plan requires Sarasota County Mobility written approval.
- E. All spills caused by the Contractor's operation will be cleaned up immediately.
- F. All public and private streets affected by the Contractor's hauling operations, shall be cleared of dust, debris, and minor drippings at the end of each work day.
- G. Unless otherwise provided in the Bid Form, all costs in connection with the maintenance of traffic work shall be included in the Unit Price and/or Lump Sum prices.



#### 5.16 SUBSURFACE AND PHYSICAL CONDITIONS:

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

#### 5.17 EXISTING UNDERGROUND FACILITIES:

- A. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Jobsite is based on information and data furnished to the County or the Engineer/Architect of Record by the owners of such underground facilities, including the County, or by others. The County and the Engineer/Architect of Record shall not be responsible for the accuracy or completeness of any such information or data.
- B. The Contractor shall be responsible to maintain water, telephone, electric, cable TV, sewer, gas and other related utility services throughout the construction of the Work at no additional cost to the County.
- C. The Contractor shall fully cooperate with all private and public utilities during the installation of their new facilities, or repair or relocation of their existing facilities. The Contractor shall coordinate his work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements.

- D. The Contractor shall be fully responsible for providing all temporary piping, electrical hook-ups, lighting, temporary structures, or whatever is required to maintain the existing utility systems.
- E. The cost of all of the following will be included in the Contract Price and the Contractor shall have full responsibility for:
- 1) Reviewing and checking all such Underground Facilities information and data.
  - 2) Locating all Underground Facilities shown or indicated in the Contract Documents.
  - 3) Coordination of the Work and cooperating with the owners of such Underground Facilities, including the County, during construction.
  - 4) The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- F. If an Underground Facility is uncovered or revealed at or contiguous to the Jobsite which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, or not field located by the utility owner(s) with the accuracy required by Sunshine State One Call of Florida, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give notice to that owner of the facility, and to the County.
- 1) The County will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.
  - 2) If the County concludes that the conflict can be avoided with a minor modification of the Work, the County will require a Field Adjustment, instructing the Contractor how to proceed with the Work, and document the event.
  - 3) If the County concludes that a change in the Contract Documents is required, an IFCA or Contract Amendment will be issued to reflect and document the event and the required adjustments to the Work. Following consultation with the utility owner, either the utility owner will relocate the existing Underground Facility, or an IFCA or Contract Amendment will be issued to the Contractor for the relocation of the existing utility.
  - 4) An equitable adjustment shall be made in the Contract Times, to the extent attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or field locates.
- G. In order to comply with Chapter 556 of the Florida Statutes, the Contractor is responsible for contacting Sunshine State One Call of Florida (SSOCOF) @ 811, or 1-800-432-4770, to request a locate ticket so that SSOCOF members that own or operate underground facilities can locate and mark their underground facilities at and adjacent to the Jobsite. This requirement includes all operations such as demolition, grading, dredging, ditching, drilling, boring, cable plowing or other such activities. Notification requirements are as follows:
- 1) The Contractor must notify SSOCOF a minimum of two (2) full business days, excluding Saturdays, Sundays and legal holidays, prior to excavating. Day one begins the day after the call is made.
  - 2) If the Contractor's dig site is in an area that is underwater, the Contractor must call ten (10) full business days before digging.

**5.18 QUALITY CONTROL:**

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

**5.19 MATERIALS, EQUIPMENT, AND WORKMANSHIP:**

- A. Unless otherwise stated in the Contract Documents, all workmanship, materials, and articles incorporated in the Work shall be of good quality and new and of the most suitable grade of their respective kinds for the purpose and shall be acceptable to the County. The County shall decide the question of quality where the terms, "or equal", "approved equal" or "equivalent", are used in the Technical Specifications following reference to a specific manufacturer of equipment or materials. When and to the extent required by the Technical Specifications or by the County for review, the Contractor shall provide full information, including reports and tests, concerning the materials, equipment, or methods of work which the Contractor contemplates incorporating in the Work. Samples of materials shall be submitted for review where required. Materials and equipment installed or used, or unusual methods of work used without such review may be rejected without liability to the County.
- B. Defective Material, Equipment, or Work:
  - 1) When any material or equipment not conforming to the requirements of the Contract Documents has been delivered to the Jobsite, or incorporated in the Work, or whenever any Work performed does not conform to the Contract Documents or is of inferior and unacceptable quality, then such material, equipment, or work shall be deemed to be defective. All such defective materials, equipment, or Work shall be corrected, removed, replaced or made satisfactory to the County at no additional cost to the County.
  - 2) The Contractor shall not be entitled to an extension of the Contract Time for correcting or removing and replacing defective Work.
- C. All materials, equipment, and installation shall be applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the manufacturer or applicable supplier, except as otherwise may be provided in the Contract Documents.
- D. Special Warranties and Guaranties: All special warranties and guaranties required by the Technical Specifications shall expressly run to the benefit of the County.

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

- A. Unless otherwise provided in the Bid Form, all testing shall be at the expense of the Contractor.
- B. The Contractor shall employ and pay for the services of an independent testing laboratory approved by the County, to perform all inspections and tests required by the Contract Documents.
- C. The Contractor shall arrange for all such testing, and give the County timely notice of the readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. The Contractor shall pay for all factory tests required on equipment and materials. Copies of test results or where acceptable, certifications of compliance on equipment and materials made at the factory or manufacturing plant, shall be furnished to the County. Test reports on equipment shall be reviewed by the County before the equipment covered by the tests is delivered to the Jobsite. Test requirements are set out in the detailed Technical Specifications for the particular equipment and materials.
- E. If laws or regulations of any public body having jurisdiction require any portion of the Work specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the County the required certificates of inspection or approvals.
- F. Copies of all test results shall be provided to the County as soon as they are available.
- G. Uncovering Work:
  - 1) If any Work required to be inspected, tested, or approved, is covered prior to such inspection, testing, or approval without written concurrence of the County, it must, if requested by the County, be uncovered for the County's inspection, testing, and approval, and replaced at the Contractor's expense.
  - 2) If, after written concurrence by the County to cover the Work, the County considers it necessary or advisable that the covered Work be observed, inspected, or tested by others, the Contractor, at the County's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the County may require, that portion of the Work in question, furnishing all necessary labor, tools, material, and equipment.
  - 3) If it is found that the uncovered Work is defective, the Contractor shall pay all costs arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory repairing, replacing, or reconstructing the defective Work, including but not limited to all costs of repair or replacement of work of others.
  - 4) If it is found that the uncovered Work previously consented in writing by the County to be covered, is not found to be defective, the Contractor shall submit a Claim to the County for an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.
- H. Correction or Removal and Replacement of Defective Work: Within seven (7) days of issuance of a written notice of defective Work by the County, the Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the County, remove it from the Jobsite and replace it with Work that is not defective. The Contractor shall pay all costs arising out of or relating to such correction or removal and replacement, including but not limited to all costs of repair or replacement of work of others, caused by the defective Work.

- 5.21 SANITARY REGULATIONS: Adequate sanitary facilities for the use of persons employed in the Work, properly secluded from public observations, shall be provided and maintained by the Contractor in such a manner and at such points as shall be approved by the County. These facilities shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the Work, they shall be removed from the Jobsite, leaving it clean and free from nuisance.
- 5.22 SAFETY AND HEALTH REGULATIONS/ PROTECTION OF PROPERTY:
- A. The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, State and Federal policies, regulations, laws, and standards relating to safety and health, including the Occupational Safety and Health Administration (OSHA) for the General Industry (29 CFR 1910) and for the Construction Industry (29 CFR 1926). The Contractor shall follow the Federal Environmental Protection Agency Standards and Florida Trench and Safety Act under Florida Statutes Section 553.60-553.64. The Contractor shall observe, follow and comply with all OSHA permitting instructions and regulations for Confined Space Entry, 29 CFR 1910.146 as related to the project. These forms can be obtained electronically from OSHA's website. The Contractor shall post all required OSHA notices at the Jobsite.
- B. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 1) All persons on the Jobsite or who may be affected by the Work.
  - 2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Jobsite.
  - 3) Other property at the Jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of the Work.
- C. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when execution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be promptly remedied by the Contractor.
- E. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed, and the County has issued the Final Completion and Acceptance Certificate.
- 5.23 HAZARDOUS ENVIRONMENTAL CONDITIONS:
- A. If the Contractor encounters a hazardous environmental condition or if the Contractor or anyone for whom the Contractor is responsible creates a hazardous environmental condition, the Contractor shall immediately:
- 1) Secure or otherwise isolate such condition.
  - 2) Stop all Work in connection with such condition and in any area affected thereby except in an emergency.
  - 3) Notify the County promptly and thereafter within 48 hours in writing confirming such notice.

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

#### 5.24 SALVAGED EQUIPMENT AND MATERIALS:

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

#### 5.25 CLEAN-UP AND DISPOSAL:

- A. Cleanup and restoration shall be accomplished on a continuing basis throughout the performance of the Work, and in such a manner as to maintain a minimum of nuisance and interference to the County, residents and workers at or adjacent to the Jobsite.
- B. Removal of Debris during Performance of the Work: During the progress of the Work, the Contractor shall keep the Jobsite and other areas free from accumulations of construction debris, waste materials, rubbish, and other debris. The Contractor shall, within a reasonable time, dispose of all residues resulting from the Work, and shall remove and properly dispose of any surplus excavation, broken pavement, concrete, brick, lumber, and other construction materials, and any refuse as these items accumulate.
- C. Removal and disposal of such construction debris, waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

- D. Removal of Temporary Facilities: At the time the need for temporary structures or temporary utility services or a substantial portion thereof has ended, or when the temporary structures and services have been replaced by permanent Work, and not later than the time of substantial completion, the Contractor shall promptly remove the installations. The Contractor shall complete and restore work, which may have been delayed or affected by the installation and use of the temporary facilities, including any required repairs, grading, restoration, and cleaning of exposed surfaces, and replace any work damaged beyond acceptable restoration.
- E. Final Clean-up: Prior to Final Completion and Acceptance of the Work, the Contractor shall clean the Jobsite and the Work and make it ready for utilization by the County. At the completion of the Work, the Contractor shall remove from the Jobsite all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition or better, all property not designated for alteration by the Contract Documents.

## **6.0 COUNTY'S RIGHTS**

- 6.1 COUNTY ACCESS TO WORK: The County, including its authorized representatives and agents, and governmental agency representatives with jurisdictional interests, shall at all times have access to the Work wherever it is in preparation or progress, and may visit the Jobsite and observe the Work to ensure compliance with the Contract. The Contractor shall provide the County and its agents proper and safe conditions for such access and advise them of the Contractor's Jobsite safety procedures and programs so that they may comply.
- 6.2 COUNTY MAY STOP WORK:
- A. If the Contractor's work is repeatedly defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work, or fails to correct a safety issue brought to the Contractor's attention, or fails or neglects to perform the Work in such a way that the completed Work will not meet the Contract Time requirements, or violates in a substantial way any provisions of the Contract, the County, may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- B. The County may terminate payments to the Contractor for those portions of the Work affected by a stop work order.
- C. The Contractor, upon receipt of a stop work order, shall, after securing the Jobsite, immediately cease work, and shall not be entitled to a Change in Contract Price or Contract Times as a result of such order.
- D. The Contractor may be allowed to resume work following the submission and acceptance of a work plan addressing the cause of the stop work order, and provided that the corrective work is carried out within seven (7) days of resuming work.
- 6.3 COUNTY MAY CORRECT DEFECTIVE WORK:
- A. The County may, without prejudice to other remedies the County may have, issue a stop work order to the Contractor for failure or neglect to carry out the provisions of the Contract as noted above, and after seven (7) days written notice to the Contractor, proceed to correct or remedy any such deficiencies either by its own forces or through the services of another contractor.
- B. In such case, an appropriate IFCA or Contract Amendment shall be issued deducting from payments then or thereafter due the Contractor the reasonable costs of correcting such deficiencies, including the County's expenses for additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor, or Surety, shall pay the difference to the County.

C. The Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by the County of the County's rights and remedies under the Contract.

#### 6.4 RIGHT TO RETAIN DEFECTIVE WORK:

A. If, instead of requiring correction or removal and replacement of defective Work, the County finds and decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the Work dangerous or undesirable, or if the removal of such Work would create conditions which are dangerous or undesirable, and the County prefers to accept the defective Work or portions thereof, the County may do so. Any portion of work not so accepted by the County shall be removed and replaced as required by the Contract Documents. The Contractor shall be responsible for all attributable costs of the County's evaluation of and determination to accept such defective Work as well as the diminished value of the Work to the extent not otherwise due to the Contractor.

B. If any such acceptance of defective Work occurs prior to final payment, an IFCA may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the County shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted, and the cost of evaluating the defective Work for acceptance. If the acceptance occurs after final payment, the appropriate costs will be paid by the Contractor, or Surety, to the County.

C. Such retention of a portion of the Work that would be considered defective shall not constitute a waiver by the County of the Contractor's remaining obligations under the Contract.

#### 6.5 COUNTY MAY SUSPEND WORK:

A. The County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to the Contractor. Such Notice shall fix the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may request an increase in Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if a timely Claim is made pursuant to the Contract.

#### 6.6 COUNTY MAY TERMINATE FOR CAUSE:

A. The occurrence of any one or more of the following events will justify termination for cause:

- 1) The Contractor's persistent failure to perform the Work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved Construction/Progress Schedule, adjusted from time to time pursuant to the Contract Documents.
- 2) The Contractor's disregard of laws or regulations of any public body having jurisdiction.
- 3) The Contractor's disregard of the authority of the County's authorized agents.
- 4) The Contractor's failure to repair or remove and replace defective materials or Work.
- 5) The Contractor's violation in any substantial way of any provisions of the Contract.

B. If one or more of the events identified above occur, the County may, after giving the Contractor and Surety seven (7) days written notice of its intent to terminate the services of the Contractor:



- 1) Exclude the Contractor from the Jobsite, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Jobsite, and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion),
- 2) Incorporate in the unfinished Work all materials and equipment stored at the Jobsite or elsewhere for which the County has paid the Contractor, and
- 3) Complete the Work as the County may deem expedient.

C. If the County proceeds as provided above, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price (less any unused Allowance balances), exceeds all claims, costs, losses, and damages sustained by the County arising out of or relating to completing the Work, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor or Surety shall pay the difference to the County. When exercising any rights or remedies allowed under the Contract, the County shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding the above, the Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure all such noted failures within no more than thirty (30) days of receipt of said notice.

E. Where the Contractor's services have been so terminated by the County, the termination will not affect any rights or remedies of the County against the Contractor then existing or which may thereafter accrue. Any retainage or payment of moneys due the Contractor by the County will not release the Contractor from liability under the Contract.

F. In the case of termination of the Contract for any cause before completion, the Contractor, if notified to do so by the County, shall promptly remove any part or all of the Contractor's equipment and supplies at the expense of the Contractor.

#### 6.7 COUNTY MAY TERMINATE FOR CONVENIENCE:

A. Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy of the County, terminate the Contract for the County's convenience. In such case, the Contractor shall, upon properly securing the Jobsite, be paid for (without duplication of any items):

- 1) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination.
- 2) Documented expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.
- 3) Documented claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others.
- 4) Reasonable expenses directly attributable to termination.

B. The Contractor shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the Contractor, or for other economic losses arising out of or resulting from such termination.

#### 6.8 PARTIAL UTILIZATION:

A. Prior to Substantial Completion of all the Work, the County may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the County and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the County for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, subject to the following conditions:

- 1) The County at any time may request the Contractor in writing to permit the County to use or occupy any such part of the Work which the County believes to be ready for its intended use and substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor will certify to the County that such part of the Work is substantially complete and request the County to inspect that portion of the Work, and issue, with the County's approval, a certificate of Substantial Completion for that part of the Work.
- 2) The Contractor at any time may notify the County in writing that the Contractor certifies any such part of the Work ready for its intended use and substantially complete and request the County to inspect that portion of the Work, and, with the County's approval, issue a certificate of Substantial Completion for that part of the Work.
- 3) Within a reasonable time after either such request, the County and the Contractor shall make an inspection of that part of the Work to determine its status of completion. If the County does not consider that part of the Work to be substantially complete, the County will notify the Contractor in writing giving the reasons therefore. If the County considers that part of the Work to be substantially complete, the County will prepare a Certification of Substantial Completion of that part of the Work, designating the date of the Substantial Completion, noting any work remaining to bring that portion of Work to final completion, and list the division of responsibilities between the County and the Contractor for partial utilization of the Work, including the start of any warranty period and the transfer of property insurance coverage, where applicable.

#### 6.9 PROJECT AUDIT:

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

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

#### 7.1 GENERAL:

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall strictly comply with all specifications, drawings and terms of the Contract.
- B. The Contractor shall cooperate with the County during the progress of the Work, and coordinate with utility companies and the County's other contractors (when applicable), working at or in the vicinity of the Jobsite, to ensure continuous workflow while minimizing delays.
- C. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract.
- D. It is understood and agreed that the Contractor, by careful examination, is satisfied as to the nature and location of the Work, the conditions of the Jobsite, the character, quality and quantity of the materials to be employed, the character of equipment and facilities needed for the execution of the Work, the general and local conditions, and all other matters which can in any way affect the performance of the Work.

- E. The Contractor shall provide and assume full responsibility for all plant, materials, equipment, tools, labor, services, transportation, construction equipment and machinery, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, bonds and insurance policies, overhead, office, and all other costs and expenses of facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- F. The Contractor shall be responsible to the County for acts and omissions of the Contractor, the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- G. The Contractor shall be responsible for inspection of portions of work performed by others to determine that such portions are in proper condition to receive subsequent Work by the Contractor. The Contractor shall immediately notify the County if any such work is defective or unsuitable to accept the Work by the Contractor.

#### 7.2 SUPERVISION AND SUPERINTENDENCY:

- A. The Contractor representative named in the Construction Contract, shall have full power and authority to act on the Contractor's behalf, in all matters dealing with the Contract. All communications and directions given to, received by, or received from the Contractor representative shall be binding on the Contractor.
- B. The Contractor shall assign a competent superintendent, who may be the Contractor's representative or authorized designee, who shall personally oversee and direct the Work on a daily basis. The superintendent will be the Contractor's representative on the Jobsite and shall have complete authority to act on behalf of the Contractor. All communications and directions given to, received by, or received from the superintendent shall be binding on the Contractor, unless otherwise conveyed to the County in writing.
- C. The Contractor shall assign other supervisory personnel as necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of the Contract. The Contractor shall notify the County in writing of the names and credentials of the superintendent and supervisory personnel at the pre-construction conference.
- D. The Contractor representative and superintendent shall be the points of contact for the County.
- E. The Contractor representative and superintendent shall not be changed except by written consent of the County, unless this person or persons cease to be employed by the Contractor. The Contractor shall provide written notice to the County of any such changes within two (2) working days.

#### 7.3 SUBCONTRACTORS AND MATERIAL SUPPLIERS:

- A. The Contractor shall provide an initial list of proposed Subcontractors, including the portions of Work to be performed by each of the Subcontractors. The list of Subcontractors shall be finalized and submitted to the County at the pre-construction conference for approval. The list of material suppliers shall be developed through Shop Drawing reviews.
- B. If the County has reasonable objection to any Subcontractor or material supplier, whether identified in the Bid or subsequently, the Contractor shall submit an acceptable substitute without entitlement to any change in Contract Price. After acceptance by the County of any particular Subcontractor or material supplier, the Contractor shall make no substitution without written approval of the County, which will not be unreasonably withheld.
- C. The Contractor is fully responsible to the County for the acts and omissions of its Subcontractors and material suppliers, and of persons either directly or indirectly employed by them.

- D. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or material/equipment supplier and the County.
- E. Work performed for the Contractor by a Subcontractor, and materials and equipment provided by material/equipment suppliers will be pursuant to appropriate Contracts between the Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract for the benefit of the County.

#### 7.4 LABOR:

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Jobsite.
- B. The Contractor shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. The County shall have the right to require the Contractor to remove personnel assigned at any level for their performance of the Work or conduct on the Jobsite.

#### 7.5 REPORTING DISCREPANCIES:

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

#### 7.6 PROJECT LAYOUT:

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

- 7.7 COORDINATION WITH OTHER CONTRACTORS: The Contractor shall coordinate the Work with other contractors that may be working in the Project vicinity performing other work.
- 7.8 EMERGENCIES: In emergencies affecting the immediate safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the County prompt Notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by or are required as a result of an emergency.
- 7.9 PATENT FEES AND ROYALTIES: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- 7.10 SAFETY REPRESENTATIVE: The Contractor shall designate a qualified and experienced safety representative at the Jobsite whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 7.11 HAZARD COMMUNICATION PROGRAM: The Contractor shall be responsible for coordinating any exchange with the County of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Jobsite in accordance with laws or regulations.
- 7.12 RISK OF LOSS: Prior to the Final Completion and Acceptance of the Work by the County, risk of loss for the Work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at the Contractor's own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete the Work, unless the delay is due to the negligence, fault, or omission of the Contractor.
- 7.13 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY:
- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, or Subcontractors or agents, such property shall be restored by the Contractor, at the Contractor's expense, to its original or better condition to that existing before the damage was done, or the Contractor shall make good the damage in another manner acceptable to the County.
  - B. Should any claim be made by any adjacent property owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such owners or occupants by negotiation or otherwise resolve the claim.
  - C. Along the location of the Work, all sidewalks, streets, driveways, mailboxes, walks, lawns, landscaped areas, bushes, trees, shrubbery, irrigation systems and other above and below ground physical features shall be protected by the Contractor, and where disturbed or damaged, promptly restored to their original or better condition by use of similar or comparable materials. Fences, walls, and other features removed by the Contractor shall be replaced as soon as conditions permit. All grassed areas, which have been damaged by the Contractor, shall be re-graded, and sodded or seeded and mulched as directed by the County.
  - D. Trees close to the Work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches and roots that are liable to damage because of the Contractor's operations, but in no case shall any tree be cut or removed without prior notification of the County.

All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. The Contractor shall abide by the County's Tree Protection Ordinance.

- E. The protection, removal, replacement, and restoration of existing physical features along the line of Work shall be a part of the Work under the Construction Contract. Final acceptance will not be provided, and final payment will not be made until all public and private property has been restored to the satisfaction of the County.
- F. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the County may, after providing seven (7) days written notice to the Contractor, proceed to repair, rebuild or otherwise restore such property and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract.
- G. Weather Conditions: Sarasota County is subject to severe weather conditions such as hurricanes, tropical storms, tornadoes, strong winds, heavy rains, lightning, and the like. It is the Contractor's responsibility at all times to: (1) monitor current and developing weather conditions; (2) to develop and implement appropriate contingency plans to ensure proper storage of materials, supplies, and equipment, and (3) to secure the Project site so as to not endanger public health and safety, or public and private property.  
The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, as required by the Contract Documents and all laws, codes, and standards. Contractor shall take all necessary precautions for the safety of, and protection to prevent damage, injury or loss to:
  - 1) Persons on and adjacent to the Site.
  - 2) The Work, including materials, supplies, and equipment incorporated therein.
  - 3) Public and private property adjacent to the Site.

7.14 PROTECTION OF ENVIRONMENTAL RESOURCES: The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations. The environmental resources within and adjacent to the Jobsite (not impacted by permit), shall be protected during the entire period of the Work. The Contractor shall confine activities to areas defined by the Contract Documents.

7.15 PROTECTION OF HISTORIC AND ARCHEOLOGICAL RESOURCES:

- A. If historic or archeological resources are encountered during the Contractor's operations, the Contractor shall notify the County immediately, stop Work in the area until directed to restart, and proceed as directed below.
- B. The Contractor shall comply with Sarasota County Ordinance #2004-073 and with the Historic Preservation chapter of Apoxsee: The Revised and Updated Sarasota County Comprehensive Plan.
- C. According to Florida Statutes Chapter 872, it is unlawful to disturb, vandalize, or damage a human burial.
- D. In such cases, the Contractor shall move to another area of the Work until the issue is resolved.

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

8.1 STATUS OF THE CONSTRUCTION PROJECT MANAGER: The Construction Project Manager shall be the authorized County representative with specific responsibilities and duties as defined by the County for management of specified portions of the Contract.

- 8.2 REVIEW AND APPROVAL OF THE WORK: The Contractor's Work shall at all times be subject to the review, testing and approval of the County or authorized designee(s). The County shall decide any and all questions which may arise as to the quality and acceptability of the materials and equipment furnished, the Work performed, the rate of progress of Work, the conditions of the Jobsite, the maintenance of schedules, the interpretation of the Contract Documents through the County's Administrative Agent, and all questions as to the acceptable performance of the Contractor relative to the requirements of the Contract Documents.
- 8.3 RESOLUTION OF DISCREPANCIES: In case of differences discovered and reported by the Contractor between the Construction Plans/Drawings and Technical Specifications, the County, through the Administrative Agent, shall make a determination whether the Construction Plans/Drawings or Technical Specifications represent the intent of the Contract, and such determination shall be communicated to the Contractor in writing. Should the County discover a discrepancy between the Construction Plans/Drawings and Technical Specifications, a written determination shall be provided to the Contractor.
- 8.4 RECOMMENDATION OF PROGRESS PAYMENTS:
- A. The County will evaluate the Contractor's payment application and if in agreement, will sign the application indicating the County's recommendation to pay the amounts shown.
  - B. Should the County disagree with any item of Work shown on the application, the County will promptly return it to the Contractor for correction and re-submittal.
  - C. Should the Contractor disagree with the County's determination of Work completed and monies due, the Contractor may request approval of the Work items that are not in question by resubmitting the payment application and file a timely Claim in reference to items of disagreement. In such a case, the County shall recommend approval of the resubmitted payment application for only those items of Work recommended for payment.
- 8.5 INSPECTION AND EXAMINATION OF THE WORK:
- A. The County and/or authorized designee(s), shall have free access to the Work of the Contractor at any time for purposes of inspection and testing, and shall be reasonably assisted by the Contractor in conducting such inspections and testing of the Work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished Work.
  - B. The County will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the performance of the Work.
  - C. All materials and equipment shall be subject to inspection, examination and testing by the County at any time during manufacture, and at places where manufacturing of the materials and equipment is taking place. The County may reject defective materials and equipment during manufacture or before or after they have been incorporated into the Work. If the Contractor fails to replace defective Work or rejected materials and equipment, the County may replace such materials and equipment or correct such defective Work and charge the cost thereof to the Contractor.
  - D. No final inspection, acceptance of Work, materials or equipment or final or interim acceptance of same by the County or certification of the Engineer/Architect of Record shall relieve the obligation of the Contractor to the County to do the Work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all terms and any obligations of the Contract.

- 8.6 PROJECT REPRESENTATIVE/INSPECTOR: The Construction Project Manager's duly authorized on-site Project Representative (PR), or the County's duly authorized Inspector may be assigned to the Project, or any part thereof, at any time. The presence or absence of the RPR/Inspector does not lessen the responsibility of the Contractor to perform the Work in accordance with the Contract Documents. In case of dispute between the Contractor and the PR/Inspector as to materials furnished, or the manner and method of performing the Work, the PR/Inspector has authority to reject materials or Work, and to stop the Work until the issue can be referred to, and decided by the County. The PR/Inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the Contract requirements, nor to issue any instructions on, nor to approve or accept any portion of the Work, or materials, or equipment; nor are any of his/her actions, authorized or unauthorized, to be so construed.
- 8.7 RIGHT TO REJECT DEFECTIVE WORK:
- A. The County has the authority to reject Work which the County believes to be defective, or that the County believes will not produce a completed Work that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Work as a functioning whole as indicated by the Contract Documents. The County also has authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. Prompt notice of all defective Work of which the County has actual knowledge will be given to the Contractor.
- 8.8 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:
- A. The Contractor shall submit Shop Drawings, product data sheets, and samples to the County for review and acceptance in accordance with the approved Schedule of Submittals.
- 1) Shop Drawings: Submit number of copies specified in the Contract Documents. The Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment the Contractor proposes to provide and to enable review of the information as required for approval.
  - 2) Product Data: Submit number of product data sheets specified in the Contract Documents. The data sheets shall include standard printed information on materials, products, and systems not custom prepared, from which selections can be designated by the Contractor. Information shall include product dimensions, tolerances, manufacturer's recommendations for application and use, compliance with standards, and other information indicating that the material, product, or system meets or exceeds the Technical Specifications requirements.
  - 3) Samples: Submit number of samples specified in the Contract Documents. Clearly identify each sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as the Engineer/Architect of Record may require, enabling review of the information as required for approval.
- B. Where a Shop Drawing, product data sheet, or sample is required by the Contract Documents or the Schedule of Submittals, any related Work shall not be performed by the Contractor until the review and approval process of the pertinent submittal is complete. Shop Drawings, product data sheets, and samples submittals will be at the sole expense and responsibility of the Contractor.
- C. The Engineer/Architect of Record will review, or take other appropriate action on submittals only for the limited purpose of checking for conformance with the information provided to the requirements of the Contract Documents. The Contractor shall be responsible for the adequacy of the performance of the materials and equipment submitted.



## D. Submittal Procedures:

- 1) Before submitting each Shop Drawing, product data sheet, and sample, the Contractor shall have determined and verified:
  - a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
  - b. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
  - c. All information relative to the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  - d. The review and coordination of each Shop Drawing, product data sheet, or sample with other Shop Drawings, product data sheets, and samples and with the requirements of the Work and the Contract Documents.
- 2) Each submittal shall bear a stamp or specific written certification that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of that submittal.
- 3) With each submittal, the Contractor shall give the County specific written notice of any variations, that the Shop Drawing, product data, or sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing, product data sheet, or sample submittal; and, in addition, by a specific notation made on each Shop Drawing, product data sheet, or sample submitted to the County for each such variation.

E. Re-submittals: The Contractor shall make corrections required and shall return the required number of corrected copies of Shop Drawings and product data; and submit, as required, new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals.

## 8.9 "OR EQUAL" AND SUBSTITUTIONS:

A. "Or Equal" Items: Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality of the material or equipment required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to the County for review under the following circumstances:

- 1) "Or-Equal" Items: If in the County's sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the County as an "or-equal" item, in which case review and approval of the proposed item may, in the County's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics.
  - b. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Work as a functioning whole.
  - c. It has a proven record of performance and availability of responsive service.

- 2) The Contractor certifies that, if approved and incorporated into the Work:
    - a. There will be no increase in cost to the County or increase in Contract Times, and
    - b. It will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. Substitute Items:
- 1) If in the County's sole discretion an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it may be considered a proposed substitute item or it may be rejected entirely.
  - 2) The Contractor shall submit sufficient information as provided below to allow the County to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by the County from anyone other than the Contractor.
  - 3) The requirements for review by the County will be as set forth below, as may be supplemented elsewhere in the Contract Documents, and as the County may decide is appropriate under the circumstances.
  - 4) A substitute will not be considered by the County unless there is an associated reduction in cost for its use.
  - 5) The Contractor shall make written application to the County for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall include the following:
    - a. The Contractor shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design; be similar in substance to that specified; and be suited to the same use as that specified.
    - b. The Contractor will state the extent, if any, to which the use of the proposed substitute item will prejudice the Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for other work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
    - c. The Contractor will identify all variations of the proposed substitute item from that specified; provide information on available engineering, sales, maintenance, repair, and replacement services; and shall contain an itemized estimate of all credits that will result directly or indirectly from use of such substitute item.
  - 6) Special Warranty and Guarantee: The County may require the Contractor to furnish at the Contractor's expense a special performance warranty and guarantee with respect to any substitute accepted by the County.
- C. COST REIMBURSEMENT: The County will record costs of evaluating a substitute proposed or submitted by the Contractor. Whether or not the County approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the County for the charges of evaluating each such proposed substitute. The Contractor shall also reimburse the County for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with the County) resulting from the acceptance of each proposed substitute.
- D. CONTRACTOR'S EXPENSE: The Contractor shall provide all data in support of any proposed "or equal" or substitute at the Contractor's expense, and shall have no claim for additional cost or time should the item be rejected.
- E. The County's approval or rejection of any "or equal" or substitute item submitted by the Contractor is final.

- 8.10 CLAIMS: All Contractor claims shall be submitted to the County for evaluation, review, and recommendation to the County. Claims must be filed in accordance with Article 12 of these General Conditions.
- 8.11 RECOMMENDATION OF SUBSTANTIAL COMPLETION AND FINAL PAYMENT:
- A. Upon receipt of a written request by the Contractor, the County shall schedule and conduct a Substantial Completion inspection. Should the County determine that the Work is Substantially Complete, the County will prepare and sign a Certificate of Substantial Completion in accordance with Article 13 of these General Conditions.
  - B. Upon receipt of a written request by the Contractor, the County shall schedule and conduct a Final Completion inspection. Should the County determine that the Work is complete and ready for the County's acceptance, the County will prepare and sign a Final Completion and Acceptance Certificate in accordance with Article 13 of these General Conditions.
- 8.12 COOPERATION: The County shall endeavor to cooperate with the Contractor to achieve successful completion of the Work. The County will promptly respond to requests for information and Construction Document interpretations; and will make all reasonable efforts to work with the Contractor to resolve any Claims or disputes.
- 8.13 AVAILABILITY OF LANDS FOR WORK:
- A. The County represents that it owns the lands, or is permitted to perform work on and over the land, upon which the Work is to be constructed. Upon request of the Contractor, the County shall furnish copies of available land surveys of the Jobsite. Permanent easements for permanent structures or utilities, and temporary easements shall be secured and paid for by the County.
  - B. The County shall notify the Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Jobsite with which the Contractor must comply in performing the Work, including any permit conditions required under any Federal, State, and local permit obtained by the County for the Work.
  - C. The Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials and equipment, together with right of access to the same.
- 8.14 SURVEY/PROJECT CONTROLS:
- A. The County shall provide Construction Plans/Drawings based on surveys establishing both horizontal and vertical reference points, which in the Engineer/Architect of Record's/County's judgment are necessary to enable the Contractor to layout the Work.
  - B. The Contractor shall be responsible for laying out the Work based on the reference points provided, shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work, and shall make no changes or relocations without the prior written approval of the County.

## **9.0 WORK BY OTHERS**

- 9.1 CONSTRUCTION BY THE COUNTY OR BY SEPARATE CONTRACTORS:
- A. The County reserves the right to perform construction or operations related to the Project with the County's own forces, or under separate contracts with other contractors. The Contractor shall have no claims for delay or additional cost involved due to such actions by the County.
  - B. The County shall be responsible for and provide coordination of the activities of the County's own forces and other contractors with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other contractors and the County in reviewing their construction schedules.

The Contractor shall make any revisions to the construction schedule deemed necessary after joint review and mutual agreement. This construction schedule shall then constitute the schedules to be used by the Contractor, the County's own work force, and separate contractors unless subsequently revised.

- C. Work in the Project area may also be performed by utility owners repairing or relocating their existing facilities or constructing new facilities. The Contractor shall coordinate his Work with that of these utility owners and cooperate with them fully.
- D. The County will endeavor to provide sufficient written notice to the Contractor prior to starting any such work by others.
- E. The Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and the County's forces, proper and safe access to the Jobsite, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs.
- F. If the proper execution or results of any part of the Contractor's Work depends upon work performed by others, the Contractor shall inspect such other work and promptly report to the County in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies that may be later discovered in such other work.

## **10.0 COST OF THE WORK**

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

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

### **10.2 UNIT PRICE WORK:**

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price work, initially, the Contract Price will be deemed to include an amount equal to the sum of all the unit prices bid for each separately identified item times the estimated quantity of each item as indicated in the Bid Form.
- B. The estimated quantities of items of Unit Price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price work performed by the Contractor will be made by the County, and based on the approved actual quantities installed in the Work.
- C. Each Unit Price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each item on the Bid Form, including all overhead, profit, and direct and indirect expenses for each separately identified item.

- D. The Contractor shall not be allowed an adjustment in the Contract Price if the quantity of any item of Unit Price work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Bid Form.
- E. Final payment will be issued as recommended by the County, to reflect actual amounts due the Contractor for approved Work covered by Unit Prices, and the final Contract Price shall be correspondingly adjusted.

### 10.3 ALLOWANCES:

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

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

### 11.1 CHANGES IN THE WORK:

- A. AUTHORIZED CHANGES IN THE WORK:
  - 1) Without invalidating the Contract and without notice to any surety, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work by issuance of a Contract Modification. Upon receipt, the Contractor shall sign the Contract Modification and proceed with the Work involved, which will be performed under the applicable conditions of the Contract.
  - 2) If the Contractor is unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that is allowed by the Contract Modification, a Claim may be made as provided in Article 12 of these General Conditions.
- B. UNAUTHORIZED CHANGES IN THE WORK:
  - 1) The Contractor shall not make any changes or substitutions in the Work without the express written consent of the County, and only after evaluation by the County in accordance with the Contract Documents.
  - 2) The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by an executed Contract Modification, except in the case of an emergency.
- C. MINOR VARIATIONS TO THE WORK: The County 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 Times and are compatible with the design concept of the completed Work as a functioning whole as indicated by the Contract Documents. These minor variations shall be accomplished by the Contractor, who shall perform the work involved promptly.

### 11.2 INTERIM FIELD CHANGE AGREEMENT (IFCA)/CONTRACT AMENDMENT:

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

### 11.3 CHANGE IN CONTRACT PRICE:

- A. The County, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work; the Contract Price being adjusted accordingly. All such work shall be performed under the conditions of the Contract.
- B. For any such changes in the Work, a Contract Modification shall be prepared and authorized as above described.
- C. The value of any such changes in the Work, whether by additions or deletions in the original scope of the Work, shall be determined in one or more of the following ways:
  - 1) By established Contract Unit Price.
  - 2) By an agreed upon Unit Price if the item of Work is not included in the Bid Form.
  - 3) By an agreed upon Lump Sum price.
  - 4) By the Cost-Plus method described below.
- D. Cost-Plus: In the event that unit prices are not available, or a lump sum price cannot be agreed upon, then the value of the change in the Work shall be determined by the following cost items during their time of use in completing the change in the Work:
  - 1) Labor costs, including foremen, but excluding superintendent and overhead and profit.
  - 2) Materials or equipment entering permanently into the work.
  - 3) Construction plant and equipment (owned or rented).
  - 4) Power and consumable supplies for the operation of power equipment.
  - 5) Insurance, Social Security, retirement and unemployment contributions.
  - 6) A fixed Contractor's fee in the form of a percentage applied to the above items.
- E. Labor and equipment costs under the Cost-Plus method shall be determined from the Labor and Equipment Rate Schedule provided by the Contractor at the start of Work on or about the date of the pre-construction conference. The Labor and Equipment Rate Schedule shall exclude overhead and profit.
- F. Contractor's Fee: The Contractor's fee for overhead and profit under the Cost-Plus method shall be determined as follows:
  - 1) A mutually acceptable fixed fee, or
  - 2) Based on the following percentages:
    - a. For Work performed by the Contractor's work force: ten (10%) percent.

- b. For Work performed by a Subcontractor, regardless of tier: fifteen (15%) percent.
  - c. Maximum Contractor's fee for overhead and profit under the Cost-Plus method: 15%
- G. The amount of credit to be allowed under the Cost-Plus method by the Contractor to the County for any change in the Work which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to ten (10%) percent of such net decrease.
- H. When both additions and credits are involved in any one change in the Work under the Cost-Plus method, the adjustment in the Contractor's fee shall be computed on the basis of the net change in the costs.
- I. The value of the changes in the Work shall be determined at the time that the IFCA or Contract Amendment is authorized and agreed upon. No change in the Work shall proceed until a fully signed and authorized IFCA or Contract Amendment is received by the Contractor.

#### 11.4 CHANGE IN CONTRACT TIMES:

- A. Time extensions for changes in the Work or allowable delays, will depend upon the extent, if any, by which the changes or delays cause additional time in the completion of the critical path elements of Work as shown on the most current Construction/Progress Schedule. The IFCA/Contract Amendment granting the time extension may provide that the Contract Time be extended only for those specific elements so delayed. The remaining Contract completion dates for all other portions of the Work will not be altered. Approved time extensions will provide for an adjustment of Contract Times under the resulting revised Construction/Progress Schedule.
- B. The Contract Times may only be changed by an IFCA or a Contract Amendment.
- C. If the Contractor does not agree with the Contract Times adjustment approved by the County, the Contractor may make a written Claim, provided the Claim is timely and submitted in accordance with the provisions of Article 12 of these General Conditions.

#### 11.5 DELAYS AND TIME EXTENSIONS:

- A. No Claims for Delays:
- 1) No claim for damages or any claim other than for an extension of Contract Times shall be made or asserted against the County by reason of any delays caused by the County or others.
  - 2) The Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to cost of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause.
  - 3) This provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to bad faith or willful, malicious, or grossly negligent conduct on the part of the County or its agents.
- B. Delay Claims: No extension of Contract Times shall be granted by the County unless a timely Claim is made by the Contractor in writing to the County within seven (7) days of the event or incident causing the delay. The Contractor shall demonstrate in its Claim the impact on the critical path of the Construction/Progress Schedule to justify the extension of time requested. Any identified float is not time for the exclusive use or benefit of either the County or the Contractor. Extensions of time for performance may be granted by the County only to the extent that equitable time adjustments for the activity or activities affected exceed the total float. Such justification must be submitted, in writing, within fifteen (15) days of the Claim. If the Contractor can, or could have moved to another part of the Work without affecting the Construction/Progress Schedule's critical path, a time extension will not be granted by the County.

- 1) Delays by the County: If the Contractor should be delayed at any time in the progress of the work by any act or neglect of the County or its agents or employees, or by any other contractor employed by the County, or by utility owners, or by changes ordered in the Work, or by fire, unusual delay in transportation, unavoidable casualties or by delay authorized by the County pending mediation, or by any cause which the County determines justifies the delay, then the time of completion may be reasonably extended by the County.
  - 2) Utility Conflicts: The Contractor may be granted an extension of time for delays caused by utility conflicts discovered during the prosecution of the Work, provided a timely Claim is submitted, and the Contractor was unaware of such potential conflict. If, however, the potential conflict was shown on the Construction Plans/Drawings and the Contractor failed to uncover the potential conflict ahead of the Work, the Claim for additional time will not be granted.
  - 3) Rain Delays: Reasonable extensions of time, as determined by the County, will be granted to the Contractor for time lost due to rainfall over and above the norm for the County, based on U.S. Weather Bureau statistics. If the Contractor can show that the rain caused additional delays at the Jobsite beyond the actual rain events, additional time extensions may be granted.
  - 4) Force Majeure: The Contractor will be granted a reasonable time extension for a Force Majeure occurrence: an unexpected event that crucially affects the Contractor's ability to perform the Work, and includes forces of nature (Act of God), such as natural fires, floods, hurricanes, tornados, epidemics; or an event beyond the Contractor's control, such as major workers strikes, government shut down; or other major catastrophic events. Except as otherwise expressly provided herein, neither party shall be liable for any delay due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, including courts and regulatory agencies, acts of God, war, riot or insurrection, inability to obtain required construction permits, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. This shall constitute the sole remedy to either party in the event of such delays.
  - 5) Time Extension Only: Should the Contractor be delayed in the commencement, prosecution or completion of the work by the act, omission or default of the County, or anyone employed by them on the Project, or utility owners or other contractors, or the results of differing subsurface or physical conditions, or the discovery of hazardous environmental conditions, then the Contractor may submit a Claim for an adjustment of Contract Times if justified and as approved by the County, and there shall be no damages for delays.
  - 6) Contractor Delays: The Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of the Contractor.
  - 7) Delay of Other Projects: The County shall not be liable to the Contractor for any claims, costs, losses, or damages, including reasonable attorney's fees, and court costs sustained by the Contractor on or in connection with any other project or anticipated project resulting from delays of any kind.
- 11.6 NOTICE TO SURETY: When required, it is the Contractor's responsibility to provide notice to its Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times, and to ensure that the amount of the applicable Performance and Payment Bond be adjusted accordingly.



- A. IFCA: The Contractor shall furnish proof of notice to Surety of an adjustment to the Contract Times by providing the County with a copy of a letter confirmation from the Surety within fifteen (15) days following the issuance of the IFCA affecting the change.
- B. Contract Amendment: The Contractor shall furnish, with the executed Contract Amendment, a performance and payment bond rider, or similar instrument approved by the County, signed by an authorized Surety representative, in the amount of any addition to the Contract Price affected by the Contract Amendment.

## **12.0 CLAIMS AND DAMAGES**

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

- A. No claim of the Contractor shall be allowed by the County unless:
  - 1) The Contractor has given written notice to the County within seven (7) Days of the incident arising to the Claim.
  - 2) Within fifteen (15) Days after the Contractor has given the written Notice, the Contractor shall submit to the County a detailed claim setting forth the Contractor's justification for adjustments in Contract Price, Contract Times, or both, or other matters in dispute or question, in accordance with the Contract.
- B. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment has been made under the Contract.

### **12.2 VALUE OF CLAIM:**

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

### **12.3 CLAIM FORM:**

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

### **12.4 CLAIMS FOR CONTRACT PRICE AND CONTRACT TIMES ADJUSTMENT:**

- A. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.3 above.
- B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 11.4 above.

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

## 12.6 COUNTY'S ACTION:

- A. The County will review each Claim and, within fifteen (15) days after receipt of the last submittal of the Contractor, take one of the following actions in writing:
  - 1) Deny the Claim in whole or in part setting forth the reasons for the decision.
  - 2) Suggest a compromise between the parties.
  - 3) Recommend approval of the Claim, and prepare an IFCA or Contract Amendment adjusting the Contract Price, or Contract Times, or both for the County's approval.
  - 4) Notify the parties that the County is unable to resolve the Claim. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
  - 5) In the event that the County does not take action on a Claim within said fifteen (15) days, the Claim shall be deemed denied.
- B. The County's written action, or inaction will be final and binding upon the Contractor, unless the Contractor invokes the dispute resolution procedure set forth in the Construction Contract within thirty (30) days of such action, inaction, or denial.
- C. At its sole discretion, the County may deny the Claim in whole or in part. If such action is taken, the County shall provide written notice, with a copy to the Contractor, setting forth the reasons for such the County's decision. The County's written action will be final and binding upon the Contractor, unless the Contractor invokes the dispute resolution procedure set forth in the Construction Contract within thirty (30) days of such action.

## **13.0 PAYMENTS TO CONTRACTOR AND COMPLETION**

### 13.1 GENERAL:

- A. On or about the day of the month agreed to at the pre-construction conference, but not more often than once a month, the Contractor may submit for the County's review, a payment application covering the work completed the previous month up to the date of the application. The progress payment application shall be submitted on the form prescribed and approved by the County.
- B. Contractor's Warranty of Title: The Contractor warrants and guaranties that title to all work, materials and equipment covered by any application for payment, whether incorporated in the Work or not, will pass to the County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"). The Contractor will not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion of it, or of rights, title, or interest therein without the express written consent of the County.

### 13.2 SUPPORTING DOCUMENTATION:

- A. As-Builts: The Contractor shall maintain a set of as-built drawings at the Jobsite. At the time payment application is made, the County shall review the as-built drawings to ensure they are current, accurate, and reflect all changes in the Work as of the date of the application. The County may withhold payment if the as-built drawings have not been maintained by the Contractor in accordance with the Contract Documents.
- B. Schedule of Values: The Contractor shall submit the approved Schedule of Values with each progress payment application, indicating the amount of work completed for the previous month on the various components of the Lump Sum Bid Items. The County will review the Schedule of Values for accuracy, and, if in agreement, shall recommend payment.
- C. Construction/Progress Schedule: With each payment application, the Contractor shall submit an updated Construction/ Progress Schedule using compatible scheduling software for review and approval by the County. The County may withhold payment if the Contractor fails to submit an updated and approved Construction/Progress Schedule. Should the schedule show that the Contractor is lagging behind the initial (baseline)

schedule approved at the start of construction, the County may withhold additional sums as indicated on the "Retainage Table Guidelines" below.

- D. Release of Liens: Beginning with the second application for payment, the Contractor shall furnish an affidavit stating that all laborers, material and equipment suppliers, and Subcontractors have been paid for Work covered by all previous months' applications for payment and shall obtain a partial or complete Release of Lien, as may be necessary, properly executed by all laborers, material and equipment suppliers, and Subcontractors sufficient to secure the County from any claims whatsoever arising out of the Work.
- 13.3 PROGRESS PAYMENTS: Progress Payments will be made once a month as Work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the County, of the value of the work performed and materials delivered. Any payment application not approved by the County shall be promptly returned to the Contractor for correction and re-submittal. The payment applications shall be submitted with all required documentation specified in the Contract Documents. Payment applications shall be prepared by the Contractor and submitted to: Sarasota County Public Works, 1001 Sarasota Center Boulevard, Sarasota, FL 34240, through the County's web-based contract management software. Should the web-based program be off-line for any length of time, the payment application may be mailed or hand delivered to: Sarasota County Public Works, 1001 Sarasota Center Boulevard, Sarasota, FL 34240 Attn: Project Manager. The Contractor shall contact the County to coordinate access to the website and training on the use of the County's contract management software.
- 13.4 PAYMENT FOR STORED MATERIALS: If requested by the Contractor, progress payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided the materials are identified in the Bid Form, sufficiently covered from loss by appropriate property insurance, and meet the requirements of the Construction Plans/Drawings and Technical Specifications when delivered to the Jobsite or stored in an acceptable storage location off-site. The Contractor shall submit a "Stored Materials Affidavit" on the form prescribed, for materials for which payment is sought. In any event, progress payments for materials on hand shall not exceed the price of the item bid, and shall not be made without an invoice marked "PAID" and acceptable to the County.
- 13.5 RETAINAGE: From the total of the amounts ascertained as payable, an amount as indicated in the "Retainage Table" below will be deducted and retained by the County until completion of the entire Contract in an acceptable manner, unless otherwise released by the County in accordance with the Contract Documents. The balance, less all previous payments, shall be certified by the Contractor and recommended by the County for payment.

<b>Retainage Table</b>				
Value of Contract	% of Contract Amount (\$) Earned			Total Retainage at Substantial Completion*
	0 to < 25 % Retained**	25 to < 50 % Retained**	50 to Substantial Completion % Retained**	
Less than \$1M	10%	10%	5.0%	5.00%
>\$1M to <\$5M	5%	5%	2.5%	2.50%
>\$5M	5%	5%	2.5%	2.50%

\* Provided Work has been performed within the Contract Times.

\*\* The cost for deficient work that is not corrected may be estimated at an amount of up to one and one half (1.5) times the value of the work, and may be withheld in addition to the retainage amounts shown in the above table.

**13.6 COUNTY MAY WITHHOLD PAYMENTS:**

- A. The County may reduce or withhold payments in the amounts and to such extent as may be necessary to protect itself from loss for which the Contractor is responsible, including:
- 1) Defective Work not remedied.
  - 2) Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the County is provided by the Contractor.
  - 3) Failure of the Contractor to make payments to Subcontractors or material or equipment suppliers.
  - 4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.
  - 5) Damage to the County or a separate contractor.
  - 6) Reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
  - 7) Repeated failure to carry out the Work in accordance with the Contract Documents.

**13.7 LIQUIDATED DAMAGES:**

- A. For each Day any work remains uncompleted after the Contract Times specified, the sum of money per day specified as liquidated damages in the Construction Contract will be deducted from any money due the Contractor. The Contractor will not pay liquidated damages for days in which an extension of time was granted pursuant to an approved IFCA or Contract Amendment. Allowing the Contractor to finish any of the Work after the Contract Times, including time extensions, does not waive the County's rights under the Contract.
- B. Additional County Expense: Should the Contractor fail to complete the Work within the specified Contract Times, it is agreed that for each day of overrun until final completion, all costs of construction management supervision and inspection furnished by the County shall be at the costs of the Contractor and/or his Surety. Such construction management costs shall be considered to be equal to the job payroll of the County plus 150 percent thereof for overhead, plus on-the-job mileage. Such costs will be deducted from monies due the Contractor at final payment. The amount of such expenses shall be construed to be in addition to other damages that might be assessed by the County.

- 13.8 PROMPT PAYMENT:** The County shall pay the Contractor through payments issued by the Sarasota County Clerk of Courts in accordance with the Local Government Prompt Payment Act, Section 218.70 F.S., upon receipt of the invoice approved by the County and with written approval by the County's Administrative Agent or his assigned designee indicating that the services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment on a monthly basis for those specific services that were completed during the invoicing period, as described in the Bid Form or as listed on the approved Schedule of Values.

**13.9 SUBSTANTIAL COMPLETION:**

- A. When the Contractor considers the entire Work, or a portion thereof (see GC 6.8), ready for its intended use, the Contractor shall notify the County in writing that the Work is substantially complete, listing items of work remaining to be completed by the Contractor (Punch List), and request that the County schedule a Substantial Completion inspection.
- B. Promptly after the Contractor's notification, the County and the Contractor, shall make an inspection of the Work to determine the status of completion.

- C. Should the County discover major Work items left uncompleted, or defective Work requiring correction or removal and replacement, the County shall discontinue the inspection, notify the Contractor of the deficiencies observed, and advise the Contractor to re-schedule the Substantial Completion inspection and of potential additional costs which may be incurred.
- D. If uncompleted or defective Work is discovered during the initial inspection, the Contractor shall promptly complete the Work, and if required, remove from the Jobsite any and all materials and Work rejected by the County as failing to conform to the Contract Documents, whether incorporated into the work or not. The Contractor shall promptly replace the defective Work in accordance with the Contract Documents without expense to the County, including bearing the costs of making good all work by others damaged or destroyed by the Contractor's removal and replacement of such defective Work.
- E. If the County considers the Work substantially complete with only minor corrections, adjustments, and clean-up items remaining, the County will prepare, sign, and date the Certificate of Substantial Completion, which shall fix the date of Substantial Completion. The County shall prepare a tentative list of items to be completed or corrected for final completion of the Project (Punch List), and attach the list to the Certificate. The items noted at the time of Substantial Completion should not be considered as all inclusive of the necessary actions required by the Contractor to achieve Final Acceptance and Completion. The Contractor and the County shall likewise sign the Certificate of Substantial Completion.
- F. At the time of preparation of the Certificate of Substantial Completion, the County will deliver to the Contractor a written recommendation as to division of responsibilities pending final completion, acceptance, and payment between the County and the Contractor with respect to security, operations, safety, protection of the Work, maintenance, heat, utilities, insurance, and warranty and guarantee issues. These recommendations, once agreed upon by the County and the Contractor, shall be incorporated into the Certificate of Substantial Completion.
- G. Substantial Completion shall be achieved within the Contract Time stipulated for Substantial Completion of the Work, including approved time extensions.
- H. Provided Substantial Completion is reached by the Contractor in a timely manner, and based on the value of the work remaining, the Contractor may submit a payment application requesting a reduction in retainage, prior to Final Completion and Acceptance. The County will review the request, and based on the value of work remaining, make a recommendation to release a portion of the retainage, while allowing sufficient funds to remain with which to complete the Work. The County may accept or reject this recommendation, based solely on its discretion, and information which may become available to the County, which may warrant withholding a larger portion or all of the retainage.
- I. The County shall have the right to exclude the Contractor from the Jobsite after the date of Substantial Completion subject to allowing the Contractor reasonable access to complete or correct items on the Punch List.

#### 13.10 FINAL INSPECTION:

- A. When the Contractor has completed the Work and has provided all as-built information to the County in compliance with the Contract Documents, the Contractor shall notify the County in writing that the Work is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what is required to prepare the Work or a portion thereof for final inspection. When the County determines the Work or portion thereof is ready for final inspection, the County and the Contractor shall perform the final inspection. Upon completion of the final inspection, the County will prepare a list of defects, if any, of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such defects have been corrected, a final re-inspection

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

- B. Should the final re-inspection find items not completed from the list of defects prepared as part of the final inspection, the Contractor shall be responsible for all additional construction management and inspection costs associated with correcting the items on the list of defects. The additional costs shall include construction management supervision and inspection furnished by the County required following the first re-inspection of the Work. Such construction management costs shall be considered to be equal to the job payroll of the County staff performing the re-inspections plus 150 percent thereof for overhead, plus on-the-job mileage. Such costs will be deducted from monies due the Contractor at final payment.

#### 13.11 FINAL ACCEPTANCE:

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

13.12 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in addition thereto, in either case, an affidavit stating that so far as the Contractor has knowledge or information, the releases and receipts include all labor, material and equipment supplies, and Subcontracting services for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor or Surety shall refund to the County all money payments that the County may be compelled to pay in discharging such liens, including all costs and interest, including attorney's fees and court costs.

#### 13.13 FINAL PAYMENT:

- A. The County shall make final payment to the Contractor through payment issued by the Sarasota County Clerk of the Courts in accordance with the Local Government Prompt Payment Act, Section 218.70 F.S., upon receipt of the Contractor's final invoice and written approval of same by the County and the County's Administrative Agent indicating that all contracted services have been rendered in conformity with the Contract.

B. Waiver of Claims: Acceptance of final payment by the Contractor shall constitute a waiver of all Claims by the Contractor against the County.

13.14 FINAL COMPLETION DELAYED: If, through no fault of the Contractor, final completion of the Work is significantly delayed, the County, shall upon receipt of the Contractor's final application for payment (for Work fully completed and accepted), and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

14.1 MANUFACTURER'S INSTRUCTION, SERVICE AND PARTS MANUAL: Before final payment is made, the Contractor shall furnish to the County, five (5) complete sets of manufacturer's instructions, and service and parts manuals on each piece of equipment furnished under the Contract. This includes descriptive literature, installation and operating instructions, maintenance requirements, lubrication requirements, parts lists, and other pertinent data. All data shall be bound in a hardback, 3-ring loose leaf binder(s).

14.2 MANUFACTURER'S SUPERVISION: The Contractor shall provide the services of a qualified representative of the manufacturer as required in the Contract Documents, to supervise the installation, testing, adjusting and starting-up and initial operation of each item of equipment furnished under the Contract. This representative shall also instruct the County's personnel on-site, at an agreeable date and time, as to the proper operation and maintenance of the equipment.

#### **15.0 WARRANTY AND GUARANTEE PROVISIONS**

15.1 WARRANTY AND GUARANTEE PROVISIONS:

A. All materials and equipment furnished by the Contractor and all Work and workmanship involved in the Contract shall be free from defects due either to faulty materials or equipment or faulty workmanship and the same is hereby warranted and guaranteed by the Contractor for a minimum period of one (1) year from the date of the Final Completion and Acceptance Certificate issued by the County, or such longer period of time as may be prescribed by the terms of any applicable special guarantees and warranties required by the Contract Documents. All materials, equipment and workmanship furnished, installed and performed by the Contractor shall be warranted and guaranteed by the Contractor to the County to meet the required Technical Specifications and applicable standards; and to accomplish the purposes and functions of the Work as defined, detailed and specified in the Contract Documents.

B. The County shall, following discovery thereof, promptly provide written notice to the Contractor and Surety of defective materials, equipment, or workmanship within the period of the warranty and guarantee. Any part of the material, equipment, or workmanship which does not comply with the warranty and guarantee shall be repaired or removed and replaced by the Contractor within ten (10) days from the date of the County's notice, at the Contractor's expense and at no cost to the County.

C. In addition to the above repair and replacement costs, the Contractor is responsible to the County for all costs incurred with respect to all warranty and guarantee items under this Contract, including all construction management expenses such as expense for repetitive trips by the County required for the warranty and guarantee work. Such expense shall be considered to be equal to the job payroll of the County, plus 150 percent thereof for overhead plus on-the-job mileage.

D. If the Contractor does not promptly comply with the terms of the County's written notice, or in the case of an emergency where delay would cause serious risk of loss or damage, the County may, after providing notice to the Contractor and Surety, have the defective Work corrected or repaired, or may have the defective Work removed and replaced.

All claims, costs, losses, and damages, including but not limited to all fees and charges for construction management and inspection, attorneys, and other professionals, and all court costs arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others resulting there from, will be paid by the Contractor or Surety.

- E. Where defective Work and damage to other work resulting from such defective Work has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. The warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of warranty or breach of guarantee that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor and are not intended to and shall not limit any other rights, remedies, or causes of action which the County might exercise against the Contractor, and shall not alter or modify the application of the Statute of Limitations as established by the Statutes of the State of Florida.
- G. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations stipulated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of the Contractor.

## **16.0 MISCELLANEOUS**

### **16.1 CERTIFIED CHEMICALS:**

- A. The Contractor shall only use U.S.D.A. or E.P.A. or F.D.A. certified chemicals during the performance of all Work under the Contract. All chemicals used in or furnished for the Work, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions and local, State and Federal rules and regulations.
- B. The Contractor shall submit two (2) copies of all chemical Safety Data Sheets (S.D.S.) information forms to the County. One (1) set of S.D.S information forms shall be posted at the Jobsite at all times and shall be available for inspection.

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

### **16.3 EQUIPMENT MAINTENANCE:** Equipment shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from any watercourse or drainage conveyance devices. Should a fuel or oil leak or hydraulic pipe rupture occur during construction, the Contractor's operators shall immediately cease operation and remove the equipment to a safe area and take prompt action to minimize damage and safeguard the Jobsite. The Contractor shall immediately report the spill or discharge in accordance with applicable State or Federal rules and regulations; the requirements of the Florida Statute Chapter 376 Pollution Discharged Prevention and Removal will also be followed. In addition, the County shall immediately be notified.



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

**END OF GENERAL CONDITIONS**

**SECTION 9**

**SUPPLEMENTAL  
GENERAL  
CONDITIONS**

## SUPPLEMENTAL GENERAL CONDITIONS

### 1.0 DEFINITIONS AND TERMS

**ADD** the following Definitions to the General Conditions Section 1.1 GENERAL:

DOH: Sarasota County Department of Health

FDEP: Florida Department of Environmental Protection

NASSCO: National Association of Sewer Services Companies

STANDARD SPECIFICATIONS: Standard Specifications shall refer to the current edition of the FDOT's *Standard Specifications for Road and Bridge Construction*, unless otherwise specified herein.

Where FDOT specifications refer to "Department", "Engineer", "Engineer of Tests", or "Division of Tests", it shall mean the County.

UTILITY SYSTEMS CODE: All construction shall meet or exceed the requirements of the Sarasota County *Uniform Water, Wastewater and Reclaimed Water Systems Code*, latest revision, and the Contract Documents. In case there is a conflict between the Code and Specification, the most stringent requirement shall be met.

**CHANGE** the following Definitions to the General Conditions Section 1.1 GENERAL:

CONSTRUCTION PROGRESS SCHEDULE: **REMOVE** reference to Primavera, **ADD** "County Contract Management Program".

CONTRACT TIMES: **CHANGE** Article VIII to Article IX.

### 3.0 CONTRACT DOCUMENTS

**ADD** the following to the General Conditions Section 3.2 INTENT

D. The Contractor shall recognize that the primary function of this project is to provide utility service to the residents of Sarasota County. The Contractor shall provide temporary utility service to any businesses or dwellings affected during the construction of this Project.

**CHANGE** General Condition Section 3.2.B INTENT to read "several parts of the Contract are intended to be complementary."

### 4.0 PRE-CONSTRUCTION ACTIVITIES

**REMOVE** the last sentence of the General Conditions Section 4.2.B.2) and **REPLACE** with the following: "The Contractor shall provide a minimum of 15 days in the Construction/Progress Schedule for such product review."

**REPLACE** 'Primavera' in the first sentence of the General Condition Section 4.2.C.1) with "County Contract Management Program"

### 5.0 PROGRESS AND CONTROL OF THE WORK

**ADD** the following to the General Conditions Section 5.3 Temporary Facilities/Staging and Storage Areas:

#### 5.3 D. Staging and Storage Areas:

- 3) The Contractor shall be responsible for locating, securing and paying for staging and storage areas. Prior to utilization of such area (including proposed areas within the Project limits, County owned property and rights of ways), Contractor shall submit to the County for review and approval a staging and storage area usage plan including, but not limited to:

## SUPPLEMENTAL GENERAL CONDITIONS

- A detailed site plan outlining all properties that will be utilized. The site plan shall be designed to provide protection of, and minimize disruption to, adjoining properties,
  - A minimum ten (10) foot setback will be maintained along all property boundaries. This area will not be utilized for any project purpose to include driving or parking. This setback also applies along any right of way line.
  - A plan for daily clean up, dust control and regular removal of trash, garbage or any other odor producing material.
  - Identification of all uses on the property (i.e. material locations and proposed heights, equipment staging, construction trailers, etc.),
  - Provide for protection from adverse noise, odor and visual impacts by providing appropriate fencing and/or screening measures.
- 4) The staging area will be surrounded by a privacy fence. The fence will be a minimum of eight (8) feet high or the height of stored material, whichever is greater. The fence will obstruct the view into the staging area on all sides including along any right of way line, if directed by the County.
    - Hours of operation at the staging area shall be no greater than work hours approved for the project Work and directing traffic (ingress and egress) points away from residential properties.
  - 5) In the event the County determines the Contractor's staging area activities have become disruptive to adjoining properties, the Contractor shall immediately take necessary steps to eliminate the disruption. The County may increase minimum requirements specified herein based on specific project circumstances and information submitted by the Contractor in the site plan.
  - 6) In addition to the site and storage plan required above, the Contractor shall obtain the required County Temporary Use Permit for proposed staging and storage areas not on County owned property or rights of ways.
  - 7) In the event a proposed staging and storage area, which abuts a residential property, has been utilized under an approved County Temporary Use Permit at any time within the last thirty-six (36) month period, such property shall not be considered for use prior to expiration of such period.

***No line item*** is to be added to the Bid Form for staging area allowance.

**ADD** the following to the General Conditions Section 5.5 MOBILIZATION:

B. Project Sign(s):

- 1) General: The Contractor shall erect one (1) sign conforming to the current Specifications as shown on the following page. The Contractor is to follow Florida State Statute 556, Underground Facility Damage Prevention and Safety Act procedures, as required. The Contractor shall include the funding sources which will be provided by the Project Manager. Relationship of lettering size will be similar to that depicted on the sign template. The background shall be white.

Seasons are defined as:

Winter = December, January, February  
 Summer = June, July, August

Spring = March, April, May  
 Fall = September, October, November

## SUPPLEMENTAL GENERAL CONDITIONS

The sign shall be the property of the Contractor for the duration of the project and shall be maintained by the Contractor. The Contractor shall be responsible for the relocation of the signs during the progress of construction as directed by the County.

- 2) Project Sign Location: The project sign shall be placed:
  - a. At locations designated by the County
  - b. Within County Right-of-Way
  - c. To be highly visible
  - d. At a position that will not obstruct pedestrian or vehicular traffic
  - e. At a location where they will not be a roadside hazard.
  
- 3) Project Sign Construction:
  - a. The project sign shall be constructed of exterior-grade plywood sheeting. Posts shall be 4" x 4" square and 12 feet long-pressure treated lumber.
  - b. The sign face dimensions shall be five feet wide by three feet high by one-half inch thick.
  - c. All sign supports shall be installed in accordance with Florida Department of Transportation (FDOT) Standard Indexes, as applicable.
  - d. Upon completion of the contract, the Contractor shall remove and return the sign and supports and restore the site to the satisfaction of the County.
  
- 4) Project Sign Content:
  - a. Sign content shown on the attached sheet is for illustrative purposes only. The names of the members of the Boards of County Commissioners will be provided at the pre-construction conference. Relationship of lettering size will be similar to that depicted.

**ADD** the following to the General Conditions Section 5.10 AS-BUILT DOCUMENTS:

H. Utility Projects: The Contractor shall maintain, during the progress of the project, accurate records of the location, length and elevation of all new and existing pipelines and appurtenances. Information to be shown for utility mains shall include the location of all crosses, tees, wyes, bends, valves, curb stops, meter boxes, hydrants, stub-outs, blow-offs, air release valves, etc., by using a two (2) point swing measurement from permanent physical features that can readily be found on the drawing and in the field, in a table format.

The Contractor shall furnish "as-built" top of pipe elevations and finish grade for top of trench for all utility mains at maximum intervals of one hundred feet (100') and at all utility crossings, service connections, gravity and vacuum laterals, at all fittings and valves, and all changes in grade and pipe type. For directional drilled utility mains, the "as-built" top of pipe elevations shall be recorded every rod length change and plotted on the plan and profile drawing sheets. In addition, the Contractor shall reference all new utility mains by the distance to the right-of-way or property markers.

I. Utility Projects: All visible utility features shall be surveyed using conventional and/or GPS equipment at survey grade level and in accordance with Sarasota County Survey/GPS Standards. The recorded/blue booked GPS control monument, recorded benchmark elevation, and the vertical datum used shall be as noted on the Construction Plans. Coordinates shall be based on the State Plane, Florida West 1983.



# Sarasota County

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# Name of Project Name of Project Name of Project

Project name  
260pt/260  
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top color blue bar: 60" x 9"  
top green band: 60" x .5"

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

Overall size: 60" x 36"

Engineer: Engineer's Name Here

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Blue bar  
60" x 6"

Contractor: Contractor's Name Here

Construction Cost: \$0,000,000.00

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

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60" x .75

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

A Sarasota County Commission Project

Sign Template

## SUPPLEMENTAL GENERAL CONDITIONS

**ADD** the following to the General Conditions Section 5.11 PERMIT, LICENSES, TAXES, AND LAWS AND REGULATIONS:

- D. Permit Fee Allowance: When applicable, this allowance will be established to cover the expenses of the permits and is supplemental to the bid, as indicated in the Bid Form. Permit fees will be paid at actual cost for the permit required and identified in the Contract Documents. The Contractor is advised that the total bid price shall include the amount of the allowance. Payment under this allowance shall be based on receipts of permit fees presented to the County. No payments shall be made for administrative or other costs of the Contractor.
- The allowance line item, when included in the Bid Form, can only be committed for the intended purchase and cannot in total or part thereof, be transferred to supplement the contingency or other line item costs, and any remainder will be retained by the County.

**ADD** the following to the General Conditions Section 5.17 EXISTING UNDERGROUND FACILITIES:

- H. Connections to Existing Mains: Where connections are required between new work and existing utility mains, the connection shall be made in a thorough and first-class manner, using proper and acceptable fittings to suit the actual conditions. Ductile iron mechanical joint sleeves shall be used for connection to existing utility mains. When a connection is made to an existing fitting in the line, the Contractor shall schedule his work so that excavation and locating the existing fittings can be completed prior to starting trench work on the line. Cut-ins into lines shall be done at a time approved by the County, following proper notification to and approval by the County's Utilities Operations and Maintenance staff. The Contractor shall not make any connections or service taps into existing utility mains until the work has been tested and accepted by the County.
- I. Utility Service Interruption: Interruptions to any utility service or operation shall be **minimized**. The Contractor shall submit plans and schedules to the County for approval by the proper authority before any shutdown or any interruption in service takes place. The Contractor shall provide a minimum five (5)-business day notice to Utility Operations and Maintenance (941-316-1071). to locate and exercise valves prior to the shutdown. County will complete a Water Shut Down Request to Utility Operations and Maintenance and shall include a utility map with all valves identified within the shutdown service area. After the plans and schedule for the utility service interruption shut-downs have been approved, the Contractor shall be responsible for posting shut-off notices to customers five (5) business days prior to shut down. The County shall be present at the time of the shutdown and assure the shut-down requirements are coordinated during the tie-in. All work is to be accomplished in accordance with Department of Health rules and policies. If commercial properties are affected, then the Contractor shall provide bottled water to the consumers/businesses that cannot boil water onsite.
- All costs in connection with the interruption of Utility Services shall be considered incidental and included under the Items Bid.

## **SUPPLEMENTAL GENERAL CONDITIONS**

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

**ADD** the following New Sections to the General Conditions:

**CHANGE** "Material Safety Data Sheets" to "Safety Data Sheets" in Section 7.11.

7.16 FPL (Florida Power & Light) SERVICE:

- A. Where required in the Contract Documents, the Contractor shall provide all necessary coordination with FPL for power supply to the proposed Utility Facilities, including sewage lift stations, vacuum sewer pump stations, water pumping and storage facilities, water or sewer booster stations, and similar facilities. The Contractor shall incorporate FPL's schedule within the Construction/Progress Schedule. All costs associated with temporary and permanent power shall be borne by the Contractor, unless otherwise provided in the Contract Documents.
- B. The Contractor is responsible for all on-site improvements including poles, transformers, panels, conduit, power wiring, concrete mounting pads, and related equipment and materials necessary for a complete and fully operational system. The Contractor shall transfer service to the County upon the date of Substantial Completion of the Project, unless otherwise provided in the Contract Documents.

7.17 UTILITY SERVICES: Existing service locations as shown on the drawings are approximate. Upon completion of service relocation or replacement as called for on the drawings, the Contractor shall relocate or install the meter and/or reconnect the building service line as directed by the County. A Florida Licensed Plumber shall complete all plumbing work on the discharge side of the water meter.

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

**ADD** the following to the General Conditions Section 11.3.A CHANGE IN CONTRACT PRICE:

1. At any time the County may request a quotation from Contractor for a proposed change in the work. Within ten (10) days following the receipt of such a request, the Contractor shall prepare and submit a written and sufficiently detailed proposal for the estimated cost increase of the proposed change. The County shall review the proposal within five (5) days, and shall:
  - a) accept the proposal in total, or portions thereof;
  - b) negotiate the scope and cost of the proposal; or
  - c) reject the proposal in total.
2. The proposal shall include any request for a change in contract times resulting from the proposed change in the work. Any time extensions shall also be subject to negotiations.
3. Itemized estimates shall be in sufficient detail for County's review, including all material, labor, equipment, subcontracted work, and overhead costs and fees, and shall cover all work involved in the change, whether such work involves additions to, or deletions from the original Contract scope and price.



## SUPPLEMENTAL GENERAL CONDITIONS

4. Any changes in the Contract price or Contract times shall be formalized in a Contract Modification.
5. Notwithstanding the request for quotation, Contractor shall continue to carry on the work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will not be considered as basis for a time extension.

**REMOVE** the original paragraph in the General Conditions Section 11.5 B.3 DELAYS AND TIME EXTENSIONS and **REPLACE** with the following:

“Rain Delays: Reasonable extensions of time, as determined by the County, will be granted to the Contractor for time lost due to rainfall over and above the norm for the County, based on Sarasota County’s historical rainfall averages. The information provided by the contractor will be based on the information available on the Sarasota Water Atlas website: <http://www.sarasota.wateratlas.usf.edu/rainfall>. The Contractor will use the Pixel choice in the “Geography of Interest” pull down menu and obtain the data that corresponds to the project location. If the Contractor can show that the rain caused the additional delays at the jobsite beyond the actual rain event(s), additional time extension may be granted.

### **13.0 PAYMENTS TO CONTRACTOR AND COMPLETION**

**ADD** the following to the General Conditions Section 13.2 SUPPORTING DOCUMENTATION:

- E. Monthly Status Reports: With each payment application, the Contractor shall submit an updated monthly status report for review and approval by the County. The report shall contain specific construction progress over the past month; expected work to be accomplished over the coming month; and specify any potential problems that may interfere with the proposed work schedule. The County may withhold payment if the Contractor fails to submit an updated and approved monthly status report.

**ADD** the following to the General Conditions Section 13.9 SUBSTANTIAL COMPLETION

- J. The Work will be considered substantially complete when each of the following portions of the Work is completed to the satisfaction of the County:
  - 1) All components of the Work have been installed, tested, approved, and certified to be placed into operation.
  - 2) A “punch list” of items to complete the Work has been submitted by the Contractor.
  - 3) Final As-builts have been provided in accordance with the Contract Documents.
  - 4) All training and instructions have been provided to the designated County’s representative(s) in accordance with the Contract Documents.
  - 5) Operation and Maintenance (O&M) Manuals submitted and accepted.
  - 6) 90% of all private property has been restored.
  - 7) 90% of all restoration in the right-of-way is completed.

## SUPPLEMENTAL GENERAL CONDITIONS

**ADD** the following to the General Conditions Section 13.11 FINAL ACCEPTANCE:

- C. The Work will be considered complete when each of the following portions of the Work is completed to the satisfaction of the County:
- 1) All "punch list" work has been completed.
  - 2) All Close-Out Items have been completed and submitted to the County, including:
    - a. Final Clean-up.
    - b. Complete Demobilization.
    - c. 100% of all private property has been restored.
    - d. 100% of all restoration in the right-of-way is completed.
    - e. Contractor's Final Affidavit & Release of Lien (Contract Form Pages RL-1 and RL-2).
    - f. Releases of Liens.
    - g. Consent of Surety to Final Payment.
    - h. Private Owner(s) acceptance of restoration.
    - i. All Warrantees/Guarantees.
    - j. All other Close-Out Items required by the Contract Documents.

### **15.0 WARRANTY AND GUARANTEE PROVISIONS**

**REMOVE** the first sentence of the General Conditions Section 15.1.A., and **REPLACE** with the following: "All materials and equipment furnished by the Contractor and all Work and workmanship involved in the Contract shall be free from defects due either to faulty materials or equipment or faulty workmanship, whether patent or latent, and the same is hereby warranted and guaranteed by the Contractor for a minimum period of one (1) year from the date of the Final Completion and Acceptance Certificate issued by the County, or such longer period of time as may be prescribed by the terms of any applicable special guarantees and warranties required by the Contract Documents, or as prescribed by Florida law or State or Local regulations."

### **END OF SUPPLEMENTAL GENERAL CONDITIONS**