

**BID FORM**  
**IFB#15-2513-OV / SUBCONTRACTOR'S % FORM**  
 (Submit in Duplicate)  
**ROBINSON PRESERVE EXPANSION PHASE II**  
**BASED ON A COMPLETION TIME OF 210 CALENDAR DAYS**

ITEM NO.	DESCRIPTION	%	MBE/WBE /SMALL BUSINESS	DESCRIPTION OF WORK BY SUBCONTRACTOR
<b>1.7</b>	<b>FINISHED GRADING</b>			
1.7.1.1	Pond Areas			
1.7.1.2	Dry Detention Area			
1.7.1.3	Embankment Areas			
<b>1.8</b>	<b>SOD AND SEED/MULCH</b>			
1.8.1.1	Sod			
1.8.1.2	Seed and Mulch			
<b>1.9</b>	<b>DRAINAGE STRUCTURES</b>			
1.9.1.1	Type "C" Inlet			
1.9.1.2	Type "C" Inlet Control Structure w/ Skimmer			
1.9.1.3	12" PCP			
1.9.1.4	18" PCP			
1.9.1.5	24" PCP			
1.9.1.6	36" PCP			
1.9.1.7	15" RCP			
1.9.1.8	12" MES (includes rip-rap)			
1.9.1.9	15" MES (includes rip-rap)			
1.9.1.10	6" Treatment Underdrain System (Complete)			
1.9.1.11	Underdrain Cleanout			

Bidder Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**  
**IFB#15-2513-OV / SUBCONTRACTOR'S % FORM**  
**(Submit in Duplicate)**  
**ROBINSON PRESERVE EXPANSION PHASE II**  
**BASED ON A COMPLETION TIME OF 210 CALENDAR DAYS**

ITEM NO.	DESCRIPTION	%	MBE/WBE /SMALL BUSINESS	DESCRIPTION OF WORK BY SUBCONTRACTOR
<b>1.10.</b>	<b>SHELL TRAILS (Complete)</b>			
1.10.1.1	Trail Stake-out and As-builts			
1.10.1.2	Shell Trails - 4" Bank Run Shell			
1.10.1.3	Shell Maintenance Trail - 4" Bank Run Shell			
1.10.1.4	Kayak Storage Area - 4" Bank Run Shell			
<b>1.11</b>	<b>ASPHALT TRAILS (Complete)</b>			
1.11.1.1	Trail Stake-out and As-builts			
1.11.1.2	6" Cement Treated Base LBR 100			
1.11.1.3	1" Asphaltic Concrete Type S-III			
<b>1.12</b>	<b>PARKING AREA &amp; DRIVE</b>			
1.12.1.1	Stake-out and As-builts			
1.12.1.2	1" Asphaltic Concrete Type S-III (Initial Lift)			
1.12.1.3	1/2" Asphaltic Concrete Type S-III (Final Lift)			
1.12.1.4	6" Crushed Concrete Base LBR 100			
1.12.1.5	6" Stabilized Subgrade LBR 40			
1.12.1.6	Shell Parking - 4" Bank Run Shell			
1.12.1.7	8" Stabilized Subgrade LBR 40			
1.12.1.8	Kayak Launch Sand (12" Depth)			

Bidder Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**  
**IFB#15-2513-OV / SUBCONTRACTOR'S % FORM**  
**(Submit in Duplicate)**  
**ROBINSON PRESERVE EXPANSION PHASE II**  
**BASED ON A COMPLETION TIME OF 210 CALENDAR DAYS**

ITEM NO.	DESCRIPTION	%	MBE/WBE /SMALL BUSINESS	DESCRIPTION OF WORK BY SUBCONTRACTOR
1.12.1.9	Wheel Stops			
1.12.1.10	Handicap Parking Signs			
1.12.1.11	Handicap Striping (5 Spaces & 4 Loading Zones)			
1.12.1.12	12" Wide Crosswalk (Thermoplastic)			
<b>1.13</b>	<b>PEDESTRIAN BRIDGES</b>			
1.13.1.1	Structural Design, Inspection, Certification			
1.13.1.2	Construction Surveying and Record Drawings			
1.13.1.3	Pedestrian Bridges 2 and 3 (12' Width)			

**This is a duplication of the Bid Items where the Bidder shall state the percentage of work (of each item listed) and a description of the Work which shall be performed by a Subcontractor.**

Bidder Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**SECTION D  
MEASUREMENT AND PAYMENT**

**D.1 SCOPE**

This Section defines the items included in each Bid Item in the Bid Form section. Payment will be made based on the specified items included in the description in this section for each bid item.

**D.1.1 MOBILIZATION**

**D.1.1.1 DESCRIPTION OF WORK**

The work included under this Section consists of the preparatory work and operations in mobilizing to begin work on the project. This may include those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. This item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion.

**D.1.1.2 PAYMENT**

All work specified under this Section shall be paid for under the Lump Sum Pay Item for MOBILIZATION on the Bid Form and in accordance with the following schedule:

<b>Percent of Total Contract Amount Earned</b>	<b>Allowable Percent of the Lump Sum Price for Mobilization</b>
5	25
10	50
25	75
100	100

**D.1.2 MISCELLANEOUS PERMITS AND BONDING**

**D.1.2.1 DESCRIPTION OF WORK**

The work included under this Section includes obtaining any miscellaneous permits not furnished by the owner (including any required permit fees). These permits may include, but are not limited to, NPDES permits, dewatering permits, right-of-way use permits, temporary access/drainage permits, and burn permits, if required.

The Contractor shall also be responsible for the preparation of a Stormwater Pollution Prevention Plan and submittal of NPDES Notice of Intent and Notice of Termination pursuant to State NPDES permitting requirements. The Contractor shall provide a Stormwater Pollution Prevention Plan to Engineer and the County prior to commencing construction. The Contractor shall be responsible for the implementation of the NPDES and related Stormwater Pollution Prevention Plan for the duration of the project.

In addition, the Contractor shall also obtain any required temporary dewatering permits through the Florida Department of Environmental Protection (FDEP), if required, and shall provide copies to the County and Engineer.

The Contractor shall have copies of all permits readily accessible on-site. The Contractor shall be responsible for adhering to all applicable permit conditions.



The cost of any bonds required by the County as part of this contract shall also be included under this Section.

**D.1.2.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum Pay Item for MISCELLANEOUS PERMITS AND BONDING on the Bid Form.

**D.1.3      CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS)**

**D.1.3.1      DESCRIPTION OF WORK**

The work included under this Section includes all survey related services needed to complete the construction of the project. The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the County to perform survey functions on this project. The Contractor shall provide the name, address and telephone number of the Surveyor before starting survey work.

The Surveyor shall maintain a complete and accurate log of control and survey work as it progresses. Contractor shall locate and protect survey control and reference points prior to starting work.

Surveyor shall establish a minimum of two permanent benchmarks on-site, referenced to established control points. The benchmark locations, with horizontal and vertical data, shall be provided on project documents. Surveyor shall sign field notes and keep duplicate field notes.

Upon completion of finished grading and prior to initiation of seeding, sodding, and/or planting, the Contractor's Surveyor shall provide preliminary as-built project drawings and CAD file of the finished grade elevations of the constructed features to the Project Engineer and the County for review (to confirm adherence with the Construction Plans) and approval.

The Contractor's Surveyor shall also provide accurate, detailed and complete signed and sealed record drawings (10 sets) and one CD containing CAD files of all record drawing sheets to the Engineer and the County. The record drawings shall be signed and sealed by a Florida registered Land Surveyor. The record drawings shall meet or exceed the requirements of the Florida Department of Environmental Protection (FDEP) and Manatee County.

**D.1.3.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for CONSTRUCTION SURVEYING AND STAKEOUT (INCLUDING RECORD DRAWINGS) on the Bid Form at the indicated schedule:

ITEM D.1.3.1.1      Construction Surveying and Stakeout  
ITEM D.1.3.1.2      Record Drawings

**D.1.4      EROSION AND TURBIDITY CONTROL**

**D.1.4.1      DESCRIPTION OF WORK**

The work included under this Section consists of furnishing all necessary labor, equipment, tools and materials associated with erosion and turbidity control and

turbidity monitoring needed throughout the construction of the project. Contractor shall be responsible for erection and maintenance of all required erosion and turbidity control devices best management practices (BMPs) in accordance with the Construction Plans prior to the start of construction.

Prior to the installation of the erosion control devices, the Contractor shall contact the Manatee County Building and Development Services Department - Environmental Planning Division to schedule and confirm the required inspections of the erosion control devices for the project.

Contractor shall install staked and/or floating barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters prior to initiation of any of the work authorized by this permit. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Contractor shall be responsible for complete removal of turbidity barriers upon final completion of the project. No portion of erosion control devices are to remain above or below ground.

The Contractor shall re-establish, at no additional expense to the County, all erosion and turbidity controls, or sections thereof, which may become damaged, destroyed or otherwise rendered unsuitable for their intended function during the construction of the project. The Contractor shall, at their expense, provide routine maintenance of permanent and temporary erosion and turbidity control features until the project is completed and accepted. If such erosion and turbidity control features must be reconstructed due to the Contractor's negligence or carelessness or, in the case of temporary erosion and turbidity control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be at the Contractor's own expense. The Contractor, at their expense, shall also be responsible for repair/re-establishment of areas damaged by failure of erosion and turbidity control features to the design specifications until the project is completed and accepted. The work specified under this Section shall include the installation, re-establishment and maintenance of all required erosion and turbidity control devices, all other work required to minimize turbidity in downstream waters, and the removal of all such temporary erosion and turbidity control features upon completion of the project.

#### **D.1.4.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for EROSION AND TURBIDITY CONTROL on the Bid Form at the indicated schedule:

- ITEM D.1.4.1.1      Staked Silt Fence
- ITEM D.1.4.1.2      Floating/Staked Turbidity Barrier
- ITEM D.1.4.1.3      Erosion and Turbidity Control Maintenance

#### **D.1.5      CLEARING AND GRUBBING**

##### **D.1.5.1      DESCRIPTION OF WORK**

The work included under this Section consists of clearing and grubbing within all areas that will be cut or filled to elevations above or below pre-construction grade at project completion.

All trees, brush, stumps, grass, roots and other such protruding objects within the limit of construction shown on the Construction Plans shall be removed and properly disposed of by the Contractor to prepare the area for the proposed construction. All

roots, stumps, or other such protruding objects shall be cut off and/or removed one-foot below the design finished grade of the excavated surface. Any rock larger than 3½" diameter, existing facilities or debris laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and properly disposed of off-site by the Contractor unless otherwise directed by the County Project Manager (or designee).

Contractor shall also be responsible for the plugging and abandoning all existing wells within the project limits in accordance with SWFWMD rules and requirements. Contractor shall cut off and remove all properly plugged and abandoned wells at least two feet below the design finished grade of the excavated or filled surface.

All work and travel should be within the limits of the project and/or within corridors designated by the County Project Manager (or designee).

The Contractor shall notify all utility companies or utility owners (both public and private) of their intent to perform such work and shall coordinate field locations of utility lines prior to commencement of construction.

The Contractor shall obtain all permits/approvals necessary for proper disposal at Contractor's expense. Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agencies. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations designated by the County where vegetation and soils adjacent to the cleared area will not be harmed. Material/debris not burned onsite shall be removed and properly disposed of off-site by the Contractor at Contractor's expense. All burning residue (ash) shall be removed and properly disposed of off-site by the Contractor at Contractor's expense.

#### **D.1.5.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for CLEARING AND GRUBBING on the Bid Form at the indicated schedule:

ITEM D.1.5.1 Clearing and Grubbing

#### **D.1.6      EXCAVATION, EMBANKMENT, AND STOCKPILING**

##### **D.1.6.1      DESCRIPTION OF WORK**

Work specified in this Section consists of excavation and embankment required for roadways, ponds, ditches, swales, berms, canals, parking areas, site fill, building pads, retention areas, structure excavation, and other similar work described herein or shown on the plans. This section includes preparation of subgrades, construction of embankments, utilization or disposal of materials excavated, and compaction of excavated areas and embankments. All work shall conform to the proposed alignment, elevations, slopes, and cross sections shown on the plans. Contractor shall include any temporary dewatering (and required permitting if necessary) work necessary to complete the project.

Included in the excavation under this Section are materials of whatever nature encountered within the required limits of excavation (except material removed during clearing and grubbing). Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the Contractor. Sub-surface conditions

between soil borings that may be provided can vary greatly from those conditions found at the location where the sample was extracted.

Work in this Section includes the loading, hauling, and stockpiling of 240,000 cubic yards – truck measure of excavated material from the project site to “The Remainder Property” Offsite Stockpile Area centered at or near “Point B” as shown on the Construction Plans. Contractor shall be responsible for coordination with the offsite receiving site contractor regarding placement of the stockpiled material, access, and tracking of volume of material removed from the project.

Contractor shall notify all utility companies or utility owners, both public and/or private of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction. Locating existing underground utilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility company, the County and the Engineer of the conflict. Contractor at Contractor’s expense shall be responsible for the immediate repair of any utility lines damaged during construction.

Excavation shall consist of excavation of all material necessary for construction of the project features according to the elevations, depths, dimensions, side slopes, and in the locations shown in the Construction Plans. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, irrigation piping, drain tile, drainage piping, and other materials to be incorporated into Contractor’s cost. Rock blasting is strictly prohibited.

If the excavation requires the use of cofferdams, dewatering, sheeting, or bracing, all such work will be done in strict compliance with all permit requirements and any laws or ordinance that may apply to the work being performed. It shall be the responsibility of the Contractor to be familiar with any applicable regulations and to satisfy said regulations at the Contractor’s own expense.

All excavated materials suitable for embankment shall be utilized in the embankment areas shown in the Construction Plans, hauled to an adjacent off-site stockpile site, or as otherwise specified in the Contract Documents. After the requirements for embankment and off-site stockpile sites have been satisfied, the surplus suitable excavated material shall be deposited in areas on-site as directed by the Project Engineer or County Project Manager (or designee).

**Disposal of Suitable Surplus Materials:** Ownership of all suitable excavated materials shall be retained by the County unless otherwise stated in the Contract Documents.

**Disposal of Unsuitable Materials:** Material such as silt, clay, peat, muck, highly organic soils, rock larger than 3½” diameter, roots, irrigation piping, drain tile, drainage piping or other deleterious materials shall be classified as “unsuitable” unless otherwise specified or classified by the County. Unsuitable excavated material shall become the property of the Contractor to be properly disposed of offsite at a legally approved disposal facility. The cost of providing for offsite disposal at a legally approved offsite disposal area shall be included in the item requiring excavation and no additional compensation will be given. If a dispute arises over the classification of materials, the final determination shall be made by the County.

Embankments shall be constructed true to line and grades shown in the Construction Plans or ordered by the Project Engineer or County (or designee). Material used in embankments shall be obtained from on-site excavation and/or from off-site borrow sources secured by the Contractor as approved by the Project Engineer.



Subsequent to clearing and prior to placement of embankment material, the existing earth surface shall be compacted six feet beyond the building and pavement structure limits and in other areas shown in the Construction Plans. The existing surface shall be compacted at moisture content such that specific density requirements can be attained. Soil one foot below the compacted surface shall attain a density of 95 percent of the maximum theoretical density as determined by the Modified Proctor Density (ASTM-D-1557). Field density tests shall be conducted in accordance with ASTM D-1556, D-2167, D-2922, or D-2937 (latest revisions) by a certified laboratory or soils engineer approved by the County. The locations and number of the tests shall be verified by the Project Engineer.

Embankments shall be constructed of material containing no muck, stumps, roots, brush, vegetable matter, rubbish, or other material that will not compact into a suitable and enduring roadbed or similar foundation. Material designated as unsuitable in the soil borings or as classified as unsuitable by the County shall be removed from the embankment and disposed of off-site. Utilization of material in embankment construction shall be in accordance with Construction Plan details or as directed by the County.

The maximum sizes of rock which will be permitted in the completed embankment are as follows:

In top 12 inches	3½ inches
12 inches to 2 feet	6 inches
In the 2 feet depth below	Not to exceed the compacted thickness of the layer being placed.

When and where approved by the County, the Contractor may place larger rocks outside the 2 to 1 slope of any structure embankment. Where such rock is utilized in any embankment, enough fine material shall be deposited and compacted between individual rocks so as to complete fill any voids that may occur during the placement of such material. No rock shall be utilized in any building pad embankment areas.

#### **Embankment Construction Requirements**

Embankment material shall be placed in horizontal layers not to exceed 12 inches thickness measured loose. Each layer shall be leveled and compacted in accordance with Embankment Compaction Requirements. No fill material shall be placed where area is wet. Dewatering may be required prior to filling operation, either by pumping or well pointing. Water shall not be allowed to stand on or adjacent to fill areas that could saturate the material.

When embankments are constructed on a hill or slope, slope shall be "stepped" so as to permit the embankment to be placed in horizontal layers and compacted as stated above. Upon completion of the embankment steps on a slope, steps shall be dressed to conform to the specified slope.

For any embankments not covered above, construction methods shall be approved by the Project Engineer prior to placement.

### **Embankment Compaction Requirements**

Materials shall be compacted at moisture content such that the specific density can be attained. If necessary, water shall be added to the material, or the moisture content shall be lowered by manipulating the material or allowing it to dry, as is appropriate. Each layer of material shall be compacted by the use of a smooth drum vibratory roller or other method approved by the Project Engineer. The top 12" of natural ground shall be compacted in accordance with the requirements listed below.

Field density tests shall be conducted in accordance with ASTM D-1556, D-2167, D-2922, or D-2937 (latest revisions) by a certified laboratory or soils engineer approved by the County according to the Compaction Requirements stated below:

Embankment Area	Density <sup>1</sup> Below 3'	Density <sup>1</sup> 0' to 3'	Testing Frequency/Lift
Building Pads <sup>2</sup>	95%	98%	1 Ea/2000 SF, Minimum 2 Ea/Structure
Pavement Areas <sup>3</sup>	95%	98%	1 Ea/500 SY
Retention Areas <sup>4</sup>	95%	95%	1 Ea/500 SY
Other Areas	N/A	N/A	N/A

<sup>1</sup> The percentage listed shall be the minimum acceptable amount of the maximum theoretical density as determined by the Modified Proctor Density (ASTM-D-1557).

<sup>2</sup> Includes future building pads and lots.

<sup>3</sup> Includes any permanent pavement structure such as curb and gutter, sidewalk, roadway, shoulder, driveway, or any other similar surface.

<sup>4</sup> Includes shell trails, earth berms, water retention slopes, dikes, and other similar areas.

Contractor shall be responsible for scheduling of all soil testing. These soil testing costs shall be borne by the Contractor unless stated otherwise in the plans or specifications. In the event of a test failure all subsequent tests required to pass density shall be at the expense of the Contractor. The County may deduct this expense from the Contractor's payment or request payment directly from Contractor.

Also included in this Section are the supply, placement and construction of the oyster islands and shell weirs according to the depths, dimensions, elevations and locations as specified in the Construction Plans.

Contractor shall be responsible for the maintenance and repair of all access routes for the duration of the project. Contractor shall also be responsible for protection of the existing underground stormwater facilities within and directly adjacent to the project area from damage and shall repair or replace damaged facilities at no additional cost.

Unless otherwise stated in the Contract Documents, operating hours shall be 7:00 AM to 5:00 PM Monday through Friday.



#### **D.1.6.2      PAYMENT**

All work specified under this section shall be paid for under the Unit Price Pay Items for EXCAVATION, EMBANKMENT, AND STOCKPILING on the Bid Form at the indicated schedule:

ITEM D.1.6.1.1	Excavation
ITEM D.1.6.1.2	Embankment (Haul, place, compact)
ITEM D.1.6.1.3	Stockpile Point B (Load, haul & stockpile)
ITEM D.1.6.1.4	Oyster Islands 4" Thick Large Washed Shell (3" min)
ITEM D.1.6.1.5	Shell Weirs 8" Thick Large Washed Shell (3" min)

#### **D.1.7      FINISHED GRADING**

##### **D.1.7.1      DESCRIPTION OF WORK**

The work included under this Section consists of all finished grading required to achieve the design elevations shown on the Construction Plans. As a final grading operation, the surface of the earthwork shall be shaped to conform to the lines, grades and contours shown on the Construction Plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment-finished surface is unsatisfactory in the judgment of the County. It shall also include restoring (re-grading) any access routes to existing pre-construction grades upon completion of construction and stockpile removal activities. The Contractor shall be responsible for the removal and proper disposal of surplus material (if any) upon completion of finished grading as directed by the County.

The Contractor shall take the necessary precautions to prevent erosion of the slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

In final shaping of the surface of earthwork (a.k.a. finished grade), a tolerance of 0.1 foot above or below the plan elevations and contours will be allowed. Final grading will be field verified by County prior to any planting.

##### **D.1.7.2      PAYMENT**

All work specified under this section shall be paid for under the Unit Price Pay Items for FINISHED GRADING on the Bid Form at the indicated schedule:

ITEM D.1.7.1.1	Pond Areas
ITEM D.1.7.1.2	Dry Detention Area
ITEM D.1.7.1.3	Embankment Areas

#### **D.1.8      SOD AND SEED/MULCH**

##### **D.1.8.1      DESCRIPTION OF WORK**

The work included under this Section consists of sodding and seeding/mulching upon completion of finish grading activities in conformity with the lines and grades as shown on the Construction Plans.

Argentine Bahia (*Paspalum notatum*) sod shall be used on areas to be sodded. Sod shall be free of Bermuda grass (*Cynodon* spp.), Smut grass (*Sporobolus indicus*), or any species identified on the 2015 Florida Exotic Pest Plant Council list of invasive plant species or it will be rejected. It shall be well matted with roots. The sod shall be

taken up in commercial-size rectangles preferably 12 by 24 inches. The sod shall be sufficiently thick to secure a dense stand of live turf with a minimum thickness of two inches. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand necessary handling. It shall be planted within 48 hours after being cut and kept shaded and moist from the time it is cut until it is planted. The sod shall be firmly embedded by light tamping. No sod, which has been cut for more than 48 hours, may be used unless specifically authorized. A letter of certification from the turf supplier as to when the sod was cut shall be provided if requested. Immediately before sod is placed, fertilizer shall be applied evenly at the equivalent rate of approximately 10 pounds of 6-6-6 per 1,000 square feet and shall be cut into the soil with suitable equipment. After the sod has been placed, it shall be thoroughly watered with freshwater. Sodding includes maintaining sod until growth is established. All erosion, siltation and maintaining grades are the responsibility of the Contractor until the root system has adequately "survived" and taken "hold".

The areas to be seeded and mulched shall have the ground over which the seed is to be sown prepared by disking and thoroughly pulverizing the soil to a suitable depth. The prepared soil shall be loose and reasonably smooth and reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations. The proportions of seed and fertilizer shall be as follows unless otherwise approved/directed by County:

- Annual Ryegrass or Brown Top Millet seed at 30 pounds per acre.
- Scarified Argentine Bahia seed at 150 pounds per acre.
- Fertilizer at 500 pounds of 12-8-8 per acre.

All seed shall meet the requirements of the Florida Department of Agriculture and Consumer Services (FDACS). Seed mixture shall be free of Bermuda grass (*Cynodon* spp.) or it will be rejected.

On steep slopes or other areas where machine-spreading may not be practicable, the spreading may be done by hand. Immediately after the fertilizer is spread, it shall be mixed with the soil to a depth of approximately four inches. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. When mulching, approximately two inches, loose thickness, of the mulch material shall be applied uniformly over the seeded area, and the mulch material cut into the soil uniformly to produce a loose mulched thickness of three to four inches. The mulching equipment shall be a type capable of cutting the specified materials uniformly into the soil and to the required depth. Care shall be exercised that the materials are not cut too deeply into the soil. Unless otherwise approved/directed by the County, the mulch material used shall be dry mulch and shall consist of oat or rye straw or peanut or Bahia grass hay. Only un-deteriorated mulch which can readily be cut into the soil shall be used. Immediately after completion of the seeding/mulching, the entire grassed/mulched area shall be rolled thoroughly. At least two trips over the entire area will be required. The Contractor shall be responsible for watering (salty or brackish water shall not be used) the seeded areas to provide optimum growth conditions for the establishment of the grass. In no case shall the period of maintaining such moisture be less than two weeks following planting.

On steep slopes, where the use of a machine for the cutting-in process described above is not practicable, the construction operations shall be modified as follows:

- The fertilizer shall be applied uniformly, at the rate specified, and shall be raked in and thoroughly mixed with the soil to a depth of approximately two inches.
- The seeding operations shall follow the fertilizing.

- The mulch material, in lieu of being cut into the soil, may be anchored down. Anchoring shall be done by either of the following methods:
  - a. Placing a layer of soil, approximately two inches thick by nine inches wide, along the upper limits of the mulch, and spotting soil piles over the rest of the area at a maximum spacing of four feet.
  - b. spreading a biodegradable natural fiber string net over the mulch, using stakes driven flush with the top of the mulch, at six foot centers, and stringing parallel and perpendicular, with diagonals in both directions.

Fertilizers used shall be commercial fertilizers that comply with the state/local fertilizer laws.

The Contractor shall, at their expense, maintain the seeded, mulched, planted or sodded areas in a satisfactory condition until final acceptance or completion of the project, whichever occurs last. Such maintenance shall include the filling, leveling and repairing of any washed-out or eroded areas, equipment damaged areas, etc. The County may require re-seeding, re-planting or re-sodding of any areas in which establishment of the grass stand does not appear to be developing satisfactorily (e.g. browning or dead spots) within sixty days following planting (or replanting). Replanting or replacement shall be at the Contractor's expense.

#### **D.1.8.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items for SOD AND SEED/MULCH on the Bid Form at the indicated schedule:

- ITEM D.1.8.1.1      Sod
- ITEM D.1.8.1.2      Seed and Mulch

### **D.1.9      DRAINAGE STRUCTURES**

#### **D.1.9.1      DESCRIPTION OF WORK**

The work included in this section shall consist of the removal and proper disposal of existing drainage culverts and furnishing all labor, materials, and testing necessary to complete the installation of the storm drainage system with all the component parts specified in the Contract Documents and Construction Plans. Included are storm sewers, pipe culverts, manholes, crossing boxes, inlets, catch basins, pipe end treatments, restoration, and other similar items defined in this section.

Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc., are referenced, such references shall be the latest edition. All references to "FDOTSPEC" shall mean the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction". All references to "FDOT INDEX BOOK" shall mean the latest edition of the "FDOT Roadway and Traffic Design Standards".

Contractor shall be responsible for determining the subsurface conditions in areas where excavation can be anticipated. The type of soil, depth and thickness of rock and unsuitable materials, ground water table, and other factors that affect cost shall be evaluated prior to submitting a bid. The method used to determine subsurface conditions shall be the responsibility of the Contractor. Soil borings (if provided) only supply information in the exact location of each boring; therefore, on site exploration of the subsurface is the Contractor's responsibility. All on site exploration shall be scheduled with the County and coordinated with jurisdictional agencies and utility companies.

With the exception of sheeted excavations for deep pipe installations, wet wells or other poured in place construction activity, all excavations or trenches shall be backfilled immediately after the work is completed. The Contractor shall plan the daily construction activity whereby trenches are backfilled and compacted in accordance with the accompanying specifications at the end of each work day. Should it be necessary for reasons other than standard construction procedures to leave an excavation open the Contractor shall isolate and protect the workers and the general public from the entire excavation by barricades, fences, signs, lights or other devices required by the contract documents and/or local agency codes.

Contractor shall comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act.

Pavement, sidewalk, driveway, curb and gutter, and other structures shall be protected from damage during excavation wherever possible and as directed in the Contract Documents.

#### **D.1.9.2      PRODUCTS**

##### **Corrugated Polyethylene Pipe**

Corrugated polyethylene pipe shall meet the requirements of AASHTO M294 specification except size range shall be expanded through 36-inch diameter. Minimum pipe values shall be as follows:

<b>Diameter</b>	<b>Interior</b>	<b>Pipe Stiffness</b>	<b>N Factor</b>
12"	Smooth	45 psi	.12
15"	Smooth	42 psi	.12
18"	Smooth	40 psi	.12
24"	Smooth	34 psi	.12
30"	Smooth	28 psi	.12
36"	Smooth	22 psi	.12

##### **Mortar, Brick, and Reinforcing Bars**

Mortars used for constructing and plastering manholes, catch basins, drop inlets and junction boxes shall meet the requirements of ASTM Specification Serial Designation C 270. Contractor shall use either Portland cement-hydrated lime mixture cement or a Portland cement mixture with masonry cement added for improved workability. However, the same materials must be used throughout the project. Mortar materials shall be proportioned by volume and shall be as follows:

- One (1) part Type I Portland Cement - ASTM C-150
- Three (3) parts Aggregate (sand) - ASTM C-144
- Addition of masonry cement, ASTM C-91 will be permitted to improve workability of mortar.

Brick used in construction of manholes, catch basins, drop inlets and junction boxes shall be Portland cement concrete meeting the requirements of ASTM Serial Designation C-55, Grade P II.

All bars shall be deformed Reinforcing Steel and shall meet the requirements of Specifications for Billet-Steel Bars for Concrete Reinforcement (ASTM A-15), and to Specifications for Deformation on Deformed Steel Bars (ASTM A-305) for concrete reinforcement. All bars shall be lapped and placed in accordance with ACI Requirements and Specifications.



**Structures**

Structures shall be precast or cast in place. Work specified in this section shall consist of furnishing all concrete, reinforcing steel, ties, forms, labor, materials, and placing of all embedded pipe sleeves, fixtures, joist anchors, etc., necessary to complete the work shown on the plans and specified herein, all in accordance with the Southern Building Code and the American Concrete Institute Building Code Requirements for Reinforced Concrete (ACI 318). All concrete shall develop 3,000 psi compressive strength in 28 days. Coarse aggregate shall be no smaller than 1/2-inch in diameter.

**Iron Castings**

Frames, covers and gratings shall be of the type and duty shown on the Construction Plans. Iron castings shall conform to ASTM A-48, Class 30, gray cast iron. All castings shall be true to pattern in form and dimension, free from faults or other defects. Bearing surfaces between cast frames, cover and grates shall be machine fitted together and match-marked to prevent rocking. All covers shall have a concealed type pick-hole (non-penetrating), and shall have the words "storm sewer" cast thereon.

**Rip-rap**

The rip-rap shall consist of broken rock or stone locally available. The material shall be of sufficient hardness so as not to break or crumble while loading or placing, similar to the cap rock stratus found in southwest Florida. The pieces shall be roughly angular and shall be reasonably free from thin, flat, or elongated pieces. Recycled concrete is not acceptable.

**Bedding and Backfill Materials**

Crushed stone bedding material: Crushed, washed, and graded in accordance with ASTM C 33, gradation 67.

Sand bedding material: Clean sand, free of clay, silt, debris, roots, vegetation, or rock larger than one-half inch in diameter.

Shell bedding material: Clean 3/8 inch washed shell material.

Select fill: Materials excavated from the limits of construction or imported that conform to AASHTO Standard M 145, Groups A 1 and A 3 and free of rocks or gravel, clay, silt, debris, roots and vegetation.

Common fill: Material that conforms to AASHTO Standard M 145, Groups A 1, A 2, or A 3, free of rocks or gravel, clay, silt, debris, roots and vegetation.

**D.1.9.3      EXECUTION**

Pipe and structures shall be constructed at the location and elevations specified on the plans and in accordance with the details specified in the Contract Documents.

Contractor shall investigate existing conditions and identify line and grade stakes as applicable. Arrange for placement of materials required to minimize the duration of open trenches or excavated areas.

Contractor shall install well points or other approved methods of dewatering as required so that the discharged water complies with all pertinent ordinances, codes, permits, or requirements of the Contract Documents.

Contractor shall implement traffic control and protective devices as may be applicable.

For pipe lines placed above the natural ground, embankment shall be placed and compacted to an elevation of at least two feet above the top of the pipe and to a width equal to four pipe diameters prior to trench excavation. The minimum side slopes shall be six feet (horizontal) to one foot (vertical).

Prior to trench excavation, the existing surface that will be disturbed by the excavation operation shall be cleared and grubbed. The limits of clearing and grubbing for this section shall be as shown on the plans or as otherwise specified in the Contract Documents. Where the clearing limits are not shown or stated, the limits of clearing and grubbing shall be the smallest area that will facilitate the construction of work specified.

Trenches for pipe construction shall be excavated to a width that will provide enough working space next to the pipe and facilitate proper compaction of backfill material around the haunches of the pipe. All such trench excavation shall comply with the manufacturer's recommendations for the type of pipe used.

Excavations for structures such as manholes, inlets, pump stations, etc. shall be large enough to provide adequate working room. A minimum distance of two feet shall be provided between the outside edge of the structures and the side or wall of the excavation to allow for proper backfilling and compaction.

All trenches shall be excavated by open cut unless otherwise indicated in the Contract Documents.

The length of the open cut trench that is excavated ahead of the pipe laying operation shall not exceed half of the normal daily production length. The excavation and pipe laying operation shall be coordinated so that all pipe laid in one day is fully backfilled except for the last length of pipe in an unfinished run between structures.

Where rock is encountered during the performance of work specified in this section, the rock shall be removed.

Where materials unsuitable for backfilling are encountered during trench excavation, these materials shall be separated from the suitable materials and disposed of off-site or utilized on site in embankment areas as authorized by the County (or designee).

Where unsuitable material including rock larger than six inches is excavated and hauled off-site, replacement material shall be acquired from on-site excavation as provided by the Contract Documents or as authorized by the County (or designee). Where replacement material is not available from the site, the Contractor shall furnish fill material from an off-site borrow source. Only materials that conform to Select fill or Common fill of this section may be used for backfilling operations unless otherwise specified in the Contract Documents or authorized in writing by the County (or designee).

Where rock is encountered at the bottom of the trench, the trench shall be undercut to a depth of at least six inches below the bottom of the pipe to allow for a bedding cushion above the rock.

Where muck, roots or other organic materials are encountered at the bottom of the trench, the trench shall be undercut to remove the unsuitable material to the satisfaction of the County (or designee).



The Contractor shall dewater the excavation operation as required to provide a dry trench bottom. Prior to beginning work Contractor shall prepare their dewatering plan and obtain all necessary permits.

Where the exposed material at the bottom of the trench meets the requirements of Crushed stone bedding material, Sand bedding material, or clean 3/8 inch washed shell material of this section, the existing material may be used as bedding, provided it is compacted.

Where the bottom of the trench has been undercut to remove rock or unsuitable material, the bottom shall be brought up to grade by placing and compacting bedding materials conforming to the requirements of Crushed stone bedding material, Sand bedding material, or Clean 3/8 inch washed shell material of this section.

In exceptionally wet conditions, the Contractor may request permission from the County's representative to lay the pipe in water. If that request is authorized, the Contractor shall undercut the existing bottom a minimum of six inches and replace with "bedding material" conforming to Crushed stone bedding material or clean 3/8 inch washed shell material of this section. This bedding material shall be tamped and consolidated to provide a solid and unyielding base for the pipe. During this operation, the Contractor shall continue the dewatering process to facilitate adequate installation of the pipe or structure and to permit observation of the process by the County's representative. The additional undercut excavation, crushed stone or clean washed shell bedding, and other associated costs shall be at the Contractor's expense and no extra compensation will be allowed.

Backfilling of pipe trenches shall be done in three stages as follows:

**First Stage:** Material above the bedding and beneath the haunches compacted in six-inch layers.

**Second Stage:** Material along the sides of the pipe up to at least one foot above the top of the pipe compacted in six-inch layers.

**Third Stage:** Material above the second stage up to the bottom of the subgrade or the finished surface as applicable compacted in 12-inch layers.

Backfilling of structures shall be done in 12- inch compacted layers up to the top of the completed or partially completed structure. Materials used for backfilling shall comply with the requirements of Select fill and Common fill of this section or as otherwise authorized in writing by the County (or designee). For backfilling of pipe, "Select Fill" shall be used for the first and second stages. "Common Fill" shall be used for the third stage of pipe backfill and for backfilling structures.

The compaction requirements for backfilling pipe trenches and around structures are listed below under the following categories. These requirements are the minimum percentages of the maximum density determined by the "Modified Proctor Density" (ASTM D 1557).

- Under and adjacent (within ten feet) to pavement shall be 95 percent except within three feet of bottom of subbase grade it shall be 98 percent.
- Not under pavement: Any area outside the 10 feet referred to above shall be 95% for all stages.
- Under and adjacent (within ten feet) to structures shall be 95 percent except within three feet of finished grade it shall be 98 percent.

The Contractor shall add water or dry out the material used for backfilling until the moisture content is within two percent of the optimum moisture required to achieve the maximum compaction.

A density test shall be taken for each 300 lineal foot section of trench or part thereof for each layer.

A density test shall be taken for every other layer for each structure.

Pipe and accessories shall be loaded and unloaded by lifting with hoists or skidding in a manner that will avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. In distributing material at the site of the work, each piece shall be off loaded near the place where it is to be laid in the trench.

Laying of pipe in finished trenches shall be commenced at the lowest point, and shall progress up-grade. All pipe shall be carefully laid, true to the lines and grades given, with hubs up-grade and tongue end fully entered into the hub. When pipe with quadrant reinforcement or circular pipe with elliptical reinforcement is used, pipe shall be installed in a position such that manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and re-laid without additional compensation. Pipe and joints shall be kept clean at all times.

In general, corrugated metal pipe shall be installed in accordance with the Handbook for Steel Drainage and Highway Construction Products, published by the American Iron and Steel Institute. In general, concrete pipe shall be installed in accordance with the Concrete Pipe Installation Manual, published by the American Concrete Pipe Association.

Corrugated polyethylene pipe shall be joined by split corrugated couplings at least seven corrugations wide and exceeding soil tightness requirements of the AASHTO Standard Specifications for Highway Bridges Section 23 (2.23.2). Unless otherwise specified by the Engineer, a mastic type gasket shall be utilized. Corrugated polyethylene pipe shall be installed in accordance with ASTM 2321 specifications.

Where the plans and specifications call for sand cement construction, bags shall be made of burlap. Paper bags will not be permitted.

**Pipe End Treatments**

Where storm drains connect to a pond, location of the headwall or end section shown on the Construction Plans shall be adjusted to fit the slope of the pond bank. Length of pipe at each end treatment shall be adjusted accordingly, and the quantity of pipe paid for shall be the actual length installed.

If mitered ends are called for on the plans, mitered end section shall be constructed so that the top of the pipe end will match and intersect the designed slope of the pond bank, and the concrete collar slope shall conform to the mitered end detail.

Contractor shall coordinate the location and installation of the headwall or mitered end section to be constructed at the pond bank. All "field adjustments" to end treatment location or elevation shall be approved by the Project Engineer prior to construction.

**Placing of Concrete for Structures**

Concrete shall be deposited in clean wet form as nearly as practicable in its final position to avoid segregation. Concrete placing shall be carried on at such a rate that the concrete is, at all times, plastic and flows readily into the spaces between the bars. Concreting shall be a continuous operation until the panel or section is completed. Walls and slabs shall be poured monolithically unless shown otherwise on the plans. All structural concrete shall be mechanically vibrated.

No concrete shall be allowed a free fall of more than four feet or allowed to strike against a vertical or inclined surface or reinforcement above point of deposit. Placing by means of pumping may be allowed, contingent upon the adequacy of the equipment for this particular work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced.

Placing of concrete shall be regulated so the pressure caused by wet concrete shall not exceed that used in the design of the forms. After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms or placing any strain on the ends of projecting reinforcement.

Joints between the junction box and manhole walls and incoming and outgoing pipes shall be sealed with Portland Cement Mortar to form a watertight joint. All pipes in manholes or catch basins shall be sawed off flush with the inside face of the structure and sawed ends of these pipes shall be grouted with Portland Cement Mortar to a smooth uniform covering with no steel exposed.

**Final Inspection of Storm Water System**

Each storm sewer, upon completion, or at such time as the Project Engineer may direct, is to be cleaned and inspected. All repairs or alterations shown necessary by these inspections shall be made; all broken or cracked pipe removed; all excessive infiltration or exfiltration corrected; all deposits in pipe and catch basins removed; and the storm sewer left clean, true to line and grade and ready for use. Each section of pipe from catch basin to catch basin is to show a full circle of light from either end. Each catch basin shall be to the specified form and size, to the proper depth and watertight.

**Bottom Treatment Underdrain**

Contractor shall install bottom treatment underdrain in accordance with specifications shown in the Typical Bottom Treatment Underdrain detail, Cleanout Detail for Single Underdrain Filter System, and elevations as shown on the Construction Plans. Contractor shall have the filter material that will be used in construction of the underdrain treatment unit tested at a certified independent laboratory for the parameters listed for the Type "A" Aggregate as specified in the Typical Bottom

Treatment Underdrain detail on Sheet 32 of the Construction Plans. Contractor shall provide Project Engineer and County with the certified laboratory test results showing the tested material meets the required specifications for uniformity coefficient, effective grain size, sieve analysis, percent silts, clays, and organic matter, and permeability test (constant head). Contractor shall also provide Project Engineer and County certification that the filter media used in construction of the treatment system is of the same source as the material used for the certified laboratory test and that the material meets the specification requirements.

#### **Adjusting Existing Structures**

Existing manholes, catch basins, inlets, conflict boxes, monument boxes, etc., within the limits of the proposed work, that do not conform to the finished grade of the proposed pavement, or to the finished grade designated on the Construction Plans for such structures, shall be cut down or extended, and made to conform to the grade of the new pavement, or to the designated grade of the structure if outside of the proposed pavement area. The materials and construction methods for this work shall conform to the requirements specified above.

#### **Restoration**

Existing surfaces or property improvements damaged during the construction of work specified in this section shall be restored to finished grade and condition as per the Construction Plans.

#### **D.1.9.4      PAYMENT**

All work specified under this section shall be paid for under the Unit Price Pay Items under the DRAINAGE STRUCTURES section of the Bid Form at the indicated schedule:

ITEM D.1.9.1.1	Type "C" Inlet
ITEM D.1.9.1.2	Type "C" Inlet Control Structure w/ Skimmer
ITEM D.1.9.1.3	12" PCP
ITEM D.1.9.1.4	18" PCP
ITEM D.1.9.1.5	24" PCP
ITEM D.1.9.1.6	36" PCP
ITEM D.1.9.1.7	15" RCP
ITEM D.1.9.1.8	12" MES (includes rip-rap)
ITEM D.1.9.1.9	15" MES (includes rip-rap)
ITEM D.1.9.1.10	6" Treatment Underdrain System (Complete)
ITEM D.1.9.1.11	Underdrain Cleanout

#### **D.1.10      SHELL TRAILS (COMPLETE)**

##### **D.1.10.1      DESCRIPTION OF WORK**

The work included in this Section shall consist of furnishing all equipment, labor, materials, surveying, and testing necessary to prepare the work area for construction (including but not limited to: clearing and grubbing and proper disposal of debris) and complete the construction of the proposed shell trails per the Construction Plans and in accordance with County requirements.

Contractor shall notify all utility companies or utility owners, both public and private, of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction. Locating existing aboveground or underground utilities and protection of these facilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility



company, the County and the Project Engineer of the conflict. Contractor shall at Contractor's expense be responsible for the repair of any utilities damaged during construction.

The shell trails are to be staked by the Contractor and field reviewed by County (or designee) prior to any other work on the shell trails. The shell trail alignment will be revised and field staked by or under the supervision of County (or designee). Contractor shall be responsible for obtaining the field adjusted shell trail alignment and submitting a CAD file of the adjusted shell trail alignment to County as part of the Record Drawings.

The entire width of approved alignment of Shell Trails shall be cleared and grubbed. All trees, brush, stumps, and other such protruding objects shall be removed from within the limits of the trail width and properly disposed of by the Contractor to prepare the area for the proposed construction activities.

The soil beneath the proposed shell trail path shall be thoroughly compacted by the use of a smooth drum vibratory roller or other method approved by the County. Unless otherwise noted on the Construction Plans, proposed fill shall be compacted in 12 inch lifts-maximum to 95% Maximum Density in accordance with AASHTO T-180. The surface of the Shell Trails shall consist of a 4" layer (finished thickness after finished grading and rolling) of bank run shell rolled in place.

Upon completion of finished grading, the Contractor's Surveyor shall provide preliminary as-built project drawings and CAD file of the constructed features of the Shell Trails to the Project Engineer and the County for review and approval confirming adherence with the Construction Plans.

The Contractor's Surveyor shall also provide accurate, detailed and complete signed and sealed record drawings (10 sets) of the Shell Trails, and one CD containing CAD files of all record drawing sheets to the Project Engineer and the County. The record drawings shall be signed and sealed by a Florida registered Land Surveyor. The record drawings shall meet or exceed the requirements of FDEP and Manatee County.

The Contractor shall take the necessary precautions to prevent erosion and rutting of trail surfaces before and after finished grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

#### **D.1.10.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for SHELL TRAILS (COMPLETE) on the Bid Form at the indicated schedule:

ITEM D.1.10.1.1	Trail Stake-out and As-builts
ITEM D.1.10.1.2	Shell Trails – 4" Bank Run Shell
ITEM D.1.10.1.3	Shell Maintenance Trail – 4" Bank Run Shell
ITEM D.1.10.1.4	Kayak Storage Area - 4" Bank Run Shell

**D.1.11      ASPHALT TRAIL (COMPLETE)**

**D.1.11.1      DESCRIPTION OF WORK**

The work included in this Section shall consist of furnishing all equipment, labor, materials, surveying, testing and incidentals necessary to prepare the work area for construction (including but not limited to: clearing, grubbing and proper disposal of debris) and complete the construction of the proposed asphalt trail segments per the Construction Plans and in accordance with County requirements.

Contractor shall notify all utility companies or utility owners, both public and private, of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction. Locating existing aboveground or underground utilities and protection of these facilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility company, the County and the Engineer of the conflict. Contractor shall at Contractor's expense be responsible for the repair of any utilities damaged during construction.

The asphalt trail segments are to be staked by the Contractor and field reviewed by County (or designee) prior to any other work on the asphalt trail. The asphalt trail alignment will be revised and field staked by or under the supervision of County (or designee). Contractor shall be responsible for obtaining the field adjusted asphalt trail alignment and submitting a CAD file of the adjusted asphalt trail alignment to County for review and approval prior to proceeding with construction of the asphalt trails.

The entire width of approved alignment of Asphalt Trail shall be cleared and grubbed. All trees, brush, stumps, and other such protruding objects shall be removed from within the limits of the trail width and properly disposed of by the Contractor to prepare the area for the proposed construction activities.

The soil beneath the proposed asphalt trail path shall be thoroughly compacted by the use of a smooth drum vibratory roller or other method approved by the County. Unless otherwise noted on the Construction Plans, proposed fill shall be compacted in 12 inch lifts-maximum to 95% Maximum Density in accordance with AASHTO T-180.

The soil-cement base course work specified in this section consists of construction of a base course composed of soil and Portland cement uniformly mixed, moistened, compacted, finished and cured in accordance with these specifications, and shall conform to the lines, grades, thicknesses and typical cross-sections shown on the plans. The base shall be designed to have a seven-day in-situ compressive strength of 250 psi minimum. Seven-day laboratory design compressive strength shall be a minimum of 300 psi.

The prime and tack coat work consists of applying bituminous materials on a previously prepared base in accordance with these specifications and in conformity with the lines, grades, dimensions and notes shown on the plans.

The base material must meet the requirements of the local transportation entity or it will not be considered.

The base material specified on the drawings shall be the basis for the bid.

Portland cement shall comply with the latest specifications for Portland cement, AASHTO M-85, AASHTO M-134 or ASTM C-150 for the type specified. A one-cubic-foot sack of Portland cement shall be considered to weigh 94 pounds. The amount of cement used shall be sufficient to obtain the required compressive strength. However,



under no circumstances shall the amount be more than 9 percent by weight. No minimum cement content is required.

Water for use with cement shall be fresh water and shall be clean and free of substances deleterious to the hardening of the soil-cement.

The soil to be used for the base course shall consist of bank-run shell, limerock, crushed Portland cement concrete, approved borrow material or a combination of these materials proportioned as approved by the laboratory. The soil shall be free of organic debris, trash, roots or any other substance considered deleterious to the hardening of the soil-cement. Proposed recycled materials will be considered on a case-by-case basis.

**Specific requirements for soil**

Limerock Bearing Ratio	Minimum 100 (per FM S-515)	
Plastic Index	Maximum 10 percent (per FM 1-T090)	
Liquid Index	Maximum 25 percent (per FM 1-T089)	
Gradation:	Sieve Size	Minimum % Passing
	2 - inch	100 percent
	#4	55 percent
	#10	37 percent

Soil cement for base construction shall have a LBR value of not less than 100. One LBR test shall be required from the source of the soil cement base material.

The Contractor shall submit for approval a design mix for the soil proposed for use in soil-cement construction prepared by an independent testing laboratory approved by the Project Engineer. The design mix submittal shall include the results of tests run to verify that the soil meets the material requirements. Results of test used to establish the cement content, and a final design laboratory sample shall also be submitted. Laboratory testing for design mix evaluation shall be accomplished using water from the source proposed for use during construction. The design mix shall be submitted to the Project Engineer for approval a minimum of 15 calendar days prior to beginning of soil-cement construction. The minimum cement content shall be determined by Florida Test Method FM 5-520-Laboratory Design of Soil-Cement Mixtures. The soil material, used in producing a soil-cement mixture, shall be obtained from a commercial source where soil properties are consistently uniform, and the mixture shall be processed in a central mix plant that automatically weighs components and automatically records the weight of each component on a printed ticket or tape. Mixed in place soil cement will not be authorized.

For the prime and tack coat, any one of the following types or grades of prime and tack materials may be used at the option of the Contractor unless a particular type and grade are called for on the plans.

**Prime Coat**

- a. Cutback Asphalt, Grade RC-70 or RC-250.
- b. Emulsified Asphalt, Grade RS-2, SS-1, SS-1H or Special MS.

**Tack Coat**

- a. Emulsified Asphalt, Grade S, RS-2, AE-90, SS-1, SS-1H or Special MS.

For performing the work specified in this section, the Contractor may use any machine, combination of machines or equipment that will produce the completed soil-cement base course meeting the requirements for soil pulverization, cement application, mixing, water application, incorporation of materials, compaction, finishing and curing as controlled by these specifications. Special attention is directed to the necessity for utilizing compaction equipment which will produce the required density in a particular soil-cement blend.

Before other construction operations are begun, the areas to be paved shall be graded and shaped as required to construct the soil-cement base in conformance with the grades, lines, thicknesses and typical cross-sections shown on the plans. Any additional soil needed shall be placed as directed by the Project Engineer. The subgrade shall be firm and able to support without displacement the construction equipment and compaction hereinafter specified. Any unsuitable soil or materials, including material retained on a three-inch sieve, shall be removed and replaced with acceptable material. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

The subgrade in both cuts and fills shall be compacted to density of 95 percent of the maximum density as determined by AASHTO T-180 (modified). The subgrade shall be shaped prior to making the density tests. Test results of subgrade density shall be provided to the Engineer for review prior to the construction of the base material.

A plant mixture of soil-cement material shall be utilized. The plant should demonstrate the ability to properly proportion the cement to obtain a uniform mix, meeting all specifications.

Prior to the beginning of compaction the mixture shall be in a loose condition for its full depth and shall be within approximately two percent of the optimum moisture. The loose mixture shall be uniformly compacted to the specified density within three hours. During compaction operations, shaping may be required to obtain uniform compaction and required grade and cross-section. No soil cement shall be applied when the soil or subgrade is frozen. The air temperature shall be at least 40° Fahrenheit in the shade and rising, or over 50° Fahrenheit.

After the mixture has been compacted, the surface of the soil-cement shall be shaped, if necessary, to the required lines, grades and cross-section. During shaping operations, the surface shall be lightly scarified to loosen any imprints left by the compacting or shaping equipment. The resulting surface shall then be compacted to the specified density with steel-wheel or pneumatic tire rollers, or both. Rolling shall be supplemented by broom-dragging as required. Surface compaction and finishing shall be done in such a manner as to produce, in not longer than three hours, a smooth, dense surface, free of surface compaction planes, cracks, ridges or loose materials.

Any portion of the soil-cement that has a density less than 95 percent of the maximum density, determined as specified, shall be corrected by additional rolling. If the time limits set forth herein have been exceeded, the base shall be left undisturbed and shall be tested (after seven days of curing) to determine its suitability. If it is found unsuitable, it shall be removed and replaced by the Contractor without additional compensation. The Contractor may, at his option, remove and replace the deficient base rather than wait for the results of the seven-day test.

At the end of each day's construction, a straight transverse construction joint shall be formed by cutting back into the completed work to form a true vertical face. The construction joint thus formed shall be located so as to exclude all of that part of the base at the end of the run from being considered a part of the finished base if it does not have full depth, is not thoroughly compacted, is not properly proportioned, or is not properly mixed.

After the soil-cement base has been finished as specified herein, it shall be protected against drying for seven days, as specified herein. The finished soil-cement base shall be maintained in a moist condition by application of water until the curing material is applied. The curing material shall not be applied until the finished soil-cement base has been inspected by the Project Engineer and such inspection has determined that the base material is hardening in a uniform and satisfactory manner. The bituminous material and construction shall be in accordance with the specifications for Prime and Tack Coat for base courses. The actual rate of application shall be sufficient to provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense, free of all loose and extraneous material and shall contain sufficient moisture to permit penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids of the soil-cement immediately before the bituminous curing material is applied.

After the seven-day curing period, the completed portion may be open to traffic, provided the soil-cement is either protected or has hardened sufficiently to prevent marring or distorting of the surface by the equipment or traffic, and provided the curing as specified is not impaired.

The curing material shall be adequately maintained during the seven-day protection period so that all of the soil-cement will be covered effectively during this period.

Finished portions of soil-cement that are used by equipment during the construction of an adjoining section shall be protected in such a manner as to prevent the equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for seven days after its construction and until it has hardened. Other curing materials such as moist earth, straw or hay may be used upon approval.

The Contractor shall maintain the base to a true and satisfactory surface until the wearing surface is constructed. Should any repairs or patching be necessary, they shall extend to the full depth of the base and shall be made in a manner that will assure restoration of a uniform base course conforming to the requirements of these specifications. In no case shall repairs be made by adding a thin layer of soil-cement to the completed work. The Contractor may, at his option, make full-depth repairs with concrete to small or minor areas such as manholes, inlets or the like.

Tests are a necessary part of soil-cement base construction. The following tests will be made by the laboratory:

- a. Determinations of Cement Applied
- b. Field Density - Tests shall be taken per each 500 SY maximum area or per each 500 feet per lane, whichever is less.
- c. Moisture-Density Test
- d. Bag Samples - Bag samples shall be taken at least once daily at intervals not to exceed 5,000 SY and molded in the laboratory at field moisture content based on standard Proctor Density test (AASHTO T-99). Each specimen shall be four inches in diameter and six inches in height. The specimens shall be cured for seven days and tested for compressive strength. The bag samples shall have a minimum strength of 250 psi.
- e. Six-Inch Diameter Cores - For each day's placement of base material, field cores of six inch diameter shall be taken after seven days curing time at intervals of one every 500 SY or at intervals closer if necessary to isolate areas showing below minimum requirements. The cores shall be used to determine thickness of base and compression tested to determine strength of base material. The cores shall have an average compressive strength of 250 psi. The minimum compressive strength core break shall be 200 psi. Cores with less than 200 psi shall require the Contractor to isolate the area of base with additional cores and compressive tests for determining limits of the unacceptable base. That portion determined unacceptable shall be removed and replaced with new material, retested after seven days as outlined above. Where the base is more than one-half inch deficient in thickness, the area covered by this deficient base shall be replaced. The one-half inch deficiency may be accepted only if found in minor isolated areas. Additional cores will be required to determine size of deficient area.
- f. Test Results - After receipt of the test reports from the laboratory stating that there is a satisfactory soil-cement base, the Project Engineer may allow the wearing surface to be placed.
- g. All tests shall be performed by a testing laboratory, approved by the Project Engineer. The testing laboratory shall be under the direction of a Professional Engineer with at least five years of materials testing experience. All tests shall be performed at the Contractor's expense.

The work in this section also consists of the application of hot bituminous mixtures of the type and thickness specified on the construction plans which shall be composed of a mixture of aggregate, mineral filler (if necessary to produce the desired stability hereinafter described), and asphalt cement.

The application of hot bituminous mixtures shall be properly placed upon a prepared base of the type called for on the construction plans in accordance with lines, grades, thickness, and typical section(s) shown including the conditioning of existing surface or base.

Except for friction courses and base courses, the hot bituminous mixture shall be of the type called for on the construction plans and shall conform to hot mix design criteria as outlined in the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

#### **Limitation of Operations**



The mixture shall be spread only when the air temperature (in the shade) is above 40° Fahrenheit and rising.

The temperature of the mixture at the time of spreading shall be within 25° Fahrenheit of the temperature set by the Project Engineer for this stage of the operation. The temperatures thus set by the Project Engineer shall be between 250° Fahrenheit and 340° Fahrenheit.

Any mixture caught in transit by a sudden rain may be laid only at the Contractor's risk. Should such mixture prove unsatisfactory, it shall be removed and replaced with satisfactory mixture at the Contractor's expense. In no case shall the mixture be laid while rain is falling or when there is water on the surface to be covered.

### **Joints**

Transverse joints: Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, or laying operation is to commence from a cold joint, a transverse joint shall be construction by cutting back on the previous run to expose the full depth of the mat.

Longitudinal joints: Where only a portion of the width of pavements is to be laid, the exposed edge shall be vertical. If traffic has rolled over the edge the Project Engineer may require the rolled edge trimmed back to a vertical face prior to construction the adjacent strip.

General: When the fresh mixture is laid against the exposed edges of joints (trimmed or formed) it shall be placed on close contact with the exposed edge so that an even, well compacted joint will be produced after rolling without having an open joint or unlevel surface condition.

Layered placement of hot bituminous mixture shall be accomplished to cause longitudinal joints to be offset 6 to 12 inches laterally between successive layers.

### **Finished Surface Requirements**

For the purpose of testing the finished surface, the Contractor shall provide a 15-foot straight edge and a standard template cut to the true cross-section of the road. These shall be available at all times during construction so that the Project Engineer may check the finished surface. The Contractor shall provide and designate some employee whose duty it is to use the straight edge and template in checking all rolled surface under the direction of the Project Engineer. The finished surface shall be such that it will not vary more than one-fourth inch from the 15-foot straight edge. Any irregularity of the surface exceeding the above limits shall be corrected.

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed. The finished surface shall be of uniform thickness texture and compaction. The surface shall have no pulled, torn, loosened portions and shall be free of segregation, sand streaks, sand spots, ripples or roller marks, depressions that show up after initial rolling, and roller depressions. Any area of the surface which does not meet the foregoing requirements shall be corrected at the Contractor's expense.

Correction of unacceptable pavement or portion thereof shall be determined in one of the following methods, only if approved by the Project Engineer:

Remove and replace - if correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least 50 feet on either side of the defective area, for the full width of the paving lane.

Overlaying - if correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a feather edge thickness at a minimum distance of 50 feet on either side of the defective area and for the entire width of trail.

#### **Compaction**

The complete pavement will be accepted with respect to in-place density when the following criteria have been met:

Ninety-five percent of laboratory density (FM 1-T166) has been achieved.

Laboratory density (FM-T166) will be determined from a sample of the hot mix obtained in the field.

In-place density will be determined from field cores obtained during thickness evaluation.

#### **Tests (Allowable Deficiencies - Thickness)**

The average thickness of the compaction in-place mixture shall be determined as shown on the construction plans typical cross-section(s) for that particular trail(s) to be constructed. The pavement shall not be approved or accepted unless the following criteria have been met:

The compacted in-place pavement has not exceeded a deficiency of  $\frac{1}{4}$  inch in thickness as determined by the measured depths of two-inch diameter cores taken at random at a rate of one every 500 SY.

Not more than 20 percent of the total cores taken for that trail (thickness and type) shall be deficient with no individual core exceeding the  $\frac{1}{4}$ -inch tolerance. Trail pavement indicating an average thickness of 1 inch shall not have an individual core of less than  $\frac{3}{4}$ -inch in-place thickness.

Core lengths shall not exceed the average pavement thickness by more than three-eighths inch and shall be calculated as the next lower thickness.

All testing required such as mixture, density, cores, etc. shall be the responsibility of the Contractor with the testing performed by an independent testing laboratory and testing results submitted to and approved by the Engineer.

#### **Care to be Exercised**

The Contractor shall use extreme care when applying prime coats, tack coats or laying the asphaltic concrete to insure the materials being applied do not come in contact with surface of adjacent structures such as but not limited to curb, inlets, etc., other than those surfaces designed for contact. Any material allowed to come in contact with surfaces other than those scheduled shall be cleaned by any method acceptable to the Project Engineer that does not destroy the function or aesthetic value of the structure. Any surface after cleaning that remains objectionable to the Project Engineer may result in removing and replacing the



objectionable section. All removal, replacement or attempts to clean surfaces shall be at the Contractor's expense.

The Contractor shall use extreme care in using equipment adjacent to structures such as, but not limited to curbs, inlets, etc. to prevent damage to those structures such as roller scars, grader scars, etc. The Project Engineer may direct removal and replacement of those objectionable surfaces that have in his opinion destroyed the functional or aesthetic value of the structure. Cost of removal and replacement shall be at the Contractor's expense.

The Contractor shall make every effort to preserve the grade stakes until the job is completed. Destroyed or moved stakes shall be replaced at the Contractor's expense.

Upon completion of finished trail surface, the Contractor's Surveyor shall provide preliminary as-built project drawings and CAD file of the constructed features of the Asphalt Trails to the Engineer and the County for review and approval confirming adherence with the Construction Plans.

The Contractor's Surveyor shall also provide accurate, detailed and complete signed and sealed record drawings (10 sets) of the Asphalt Trail, and one CD containing CAD files of all record drawings sheets to the Project Engineer and the County. The record drawings shall be signed and sealed by a Florida registered Land Surveyor. The record drawings shall meet or exceed the requirements of FDEP and Manatee County.

The Contractor shall take the necessary precautions to prevent erosion and rutting on or adjacent to the trail surface before and after finished grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

#### **D.1.11.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for ASPHALT TRAIL (COMPLETE) on the Bid Form at the indicated schedule:

- ITEM D.1.11.1.1      Trail Stake-out and As-builts
- ITEM D.1.11.1.2      6" Cement Treated Base LBR 100
- ITEM D.1.11.1.3      1" Asphaltic Concrete Type S-III

#### **D.1.12      PARKING AREA & DRIVE**

##### **D.1.12.1      DESCRIPTION OF WORK**

The work included in this Section shall consist of furnishing all equipment, labor, materials, surveying, testing and incidentals necessary to prepare the work area for construction (including but not limited to: clearing, grubbing and proper disposal of debris) and complete the construction of the Phase II portion of the Parking Area & Drive (excluding asphalt pavement and concrete sidewalks) per the Construction Plans and in accordance with County requirements.

Contractor shall notify all utility companies or utility owners, both public and private, of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction. Locating existing aboveground or underground utilities and protection of these facilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility company, the County and the Project Engineer of the conflict. Contractor shall at

Contractor's expense be responsible for the repair of any utilities damaged during construction.

The entire work area for the Parking Area & Drive shall be cleared and grubbed. All trees, brush, stumps, and other such protruding objects shall be removed from within the limits of the work area and properly disposed of by the Contractor to prepare the area for the proposed construction activities.

The soil beneath the proposed Parking Area & Drive shall be thoroughly compacted by the use of a smooth drum vibratory roller or other method approved by the County. Unless otherwise noted on the Construction Plans, proposed fill shall be compacted in 12 inch lifts-maximum to 95% Maximum Density in accordance with AASHTO T-180.

The stabilized subgrade work shall consist of bringing the bottom of excavations and top of embankments of the roadway between the outer limits of the paving or base course to a surface conforming to the grades, lines and cross-sections shown on the Construction Plans, and to a uniform density.

All soft and yielding material and other portions of the subgrade which will not compact readily shall be removed and replaced with suitable material and the whole subgrade brought to line and grade, allowing for subsequent compaction.

All submerged stumps, roots or other organic matter encountered in the preparation of the subgrade shall be removed.

The subgrade shall be stabilized to the minimum Bearing Ratio and depth shown on the plans. LBR tests shall be taken per each 1,500 SY area or per each 1,500 feet of roadway, whichever is less. If the natural in-place soils do not meet the required stability, sufficient borrow material for stabilization shall be uniformly mixed with in-place soils to produce the load Bearing Ratio. Material used for stabilization must be specifically approved for usage. Borrow material shall be included in the cost of subgrade bid item.

The stabilized subgrade in both cuts and fills shall be compacted to a density as determined by AASHTO T-180 (modified). The subgrade shall be shaped prior to making the density tests.

The subgrade shall be firm and able to support the construction equipment without displacement. The minimum density acceptable at any location will be 98 percent of the maximum density as determined by AASHTO T-180 (modified). Load Bearing Ratio determinations shall be made by the Limerock Bearing Ratio Method, Test Method D of AASHTO T-180 as modified by the Florida Department of Transportation's Research Bulletin 22-B, revised April, 1972. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

Density tests shall be made before work proceeds.

The required density shall be maintained until the base of pavement has been laid or until the aggregate materials for the base of pavement course have been spread in place.

After the subgrade has been prepared, and immediately before any base material is placed, the subgrade shall be tested for substantial compliance as to crown and elevation. Material shall be removed or added, as the condition necessitates, and again stabilized and compacted to bring all portions of the subgrade to the specified elevation, stability and density.

The crushed concrete base course work specified in this section consists of construction of a base course composed of crushed concrete conforming to the gradation and other requirements of Section 204-2 of the most recent FDOT Standard Specifications for Road and Bridge Construction. It shall be constructed on the prepared subbase in accordance with these specifications and in conformity with the lines, grades, notes and typical cross-sections shown on the plans. Where so shown on the plans, the base shall be constructed in two courses. Where the plans do not specify double-course base, the base may be constructed in either one or two courses. The base material specified on the drawings shall be the basis for the bid.

This work may be performed with any machine, combination of machine or equipment that will produce the specified results.

The crushed concrete shall be transported (over material previously spread) to the point where it is to be used. It shall then be dumped on the end of the preceding spread. In no case shall material be dumped directly on the subbase.

The crushed concrete shall be spread uniformly. All segregated areas of fine or coarse material shall be removed and replaced with well graded material. For double-course base, the material shall be spread in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subbase.

For double course base, the first course shall be bladed if necessary to secure a uniform surface and shall be compacted to the density specified below immediately prior to spreading the second course. No other finishing of this course is required.

After spreading is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross-section after compaction. For double-course bases, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.

As soon as proper conditions of moisture are attained, the material shall be compacted to a density of 98 percent of the maximum density obtainable under AASHTO Method T-180 (modified). Where the base is being constructed in one course and the specified thickness is more than six inches, the density specified above shall be obtained in both the bottom half and the top half of the base. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished base.

The surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the tin-glazed or cemented surface, leaving a granular or porous condition that will allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

If, at any time, the subbase material should become mixed with the base course material, the Contractor shall excavate and remove the mixture. Contractor shall reshape and compact the subgrade, and replace the materials removed with clean base material. The clean base material shall then be shaped and compacted as specified above.

The finished surface of the base course shall be checked with a templet cut to the required cross-section and with a 15 foot straight edge laid parallel to the centerline of the road or other approved testing devices. All irregularities greater than  $\pm 1/4$  inch shall be corrected by scarifying and removing or adding rock, as may be required, after which the entire areas shall be re-compacted as specified herein. On every project at least one of each of the following density tests shall be made by the laboratory at intervals not exceeding 500 SY unless otherwise specified.

- a. Modified Proctor Maximum Density Determination Tests. Tests shall be taken per each 500 SY maximum area.
- b. Field In-Place Density Tests.

After the base is completed, test holes shall be dug or cores taken at intervals of not more than 500 SY, or at closer intervals if necessary. Where the base is deficient in thickness, the area covered by this deficient base shall be reworked by scarifying to a depth of at least three inches and adding more base material, so that after proper compacting the thickness will conform to the plans.

All tests shall be performed by an independent testing laboratory, approved by the Project Engineer. The testing laboratory shall be under the direction of a Professional Engineer with at least five years of materials testing experience.

The Contractor shall make every effort to preserve the grade stakes until the job is completed. Destroyed or moved stakes shall be replaced at the Contractor's expense.

For the prime and tack coat, any one of the following types or grades of prime and tack materials may be used at the option of the Contractor unless a particular type and grade are called for on the plans.

**Prime Coat**

- a. Cutback Asphalt, Grade RC-70 or RC-250.
- b. Emulsified Asphalt, Grade RS-2, SS-1, SS-1H or Special MS.

**Tack Coat**

- a. Emulsified Asphalt, Grade S, RS-2, AE-90, SS-1, SS-1H or Special MS.

This application of the prime and tack coat may be performed with any machines, combination of machines, or equipment that will produce the specified results.

Before any bituminous material is applied, all loose material, dust, caked clay and foreign materials which might prevent proper bond with existing surface shall be moved to the shoulders. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the tack coat will adhere. Where the prime or tack coat is applied adjacent to the curb and gutter or valley gutter, such concrete surfaces are to be protected and kept free of bituminous material.

No bituminous material shall be applied when the temperature of the air is less than 40° Fahrenheit in the shade, or when the weather conditions or the condition of the existing surface is unsuitable.

The surface to be primed shall be clean and contain optimum moisture. The temperature of the prime material shall be between 100° and 150° Fahrenheit. The exact temperature



shall be such as will insure uniform distribution. The material shall be applied by means of a pressure distributor.

The amount of bituminous material applied shall be at the rate of approximately 0.10 to 0.25 gallons per square yard, dependent upon the type of base materials. The rate of application shall be sufficient so as to coat the surface thoroughly and uniformly without having any excess to form pools or to flow off the base. A light, uniform application of clean sand shall be applied prior to opening the primed base to traffic. To cure the prime coat in such cases, the sand shall be rolled with a traffic roller in conjunction with traffic. If warranted by traffic conditions, the application shall be made only on one-half of the width of the base at one time, care being taken to secure the correct amount of bituminous material at the joint. The base shall be sufficiently moist in order to obtain maximum penetration of the asphalt.

Where a bituminous surface is to be laid and a tack coat is required, both shall be applied as herein specified. On newly constructed base courses, the application of the tack coat (when one is required) shall follow the application of the prime coat, immediately before the wearing surface is applied. In general, a tack coat will not be required on primed bases, except in areas which have become excessively dirty and cannot be cleaned, or in areas where the prime has cured and lost bonding effect. The tack coat shall be applied with a pressure distributor. The bituminous material shall be heated to a suitable consistency as designated. The bituminous material shall be applied only in the amount necessary to bond the wearing surface to the base. The rate of application shall be between 0.02 and 0.08 gallons per square yard or as designated by the Project Engineer. The tack coat shall be applied sufficiently in advance of the wearing surface to permit drying. However, it shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. The tack coat shall be kept free from traffic until the wearing surface is laid.

The work in this section also consists of the application of hot bituminous mixtures of the type and thickness specified on the construction plans which shall be composed of a mixture of aggregate, mineral filler (if necessary to produce the desired stability hereinafter described), and asphalt cement for the access drive, parking drive aisles, and handicap spaces.

The application of hot bituminous mixtures shall be properly placed upon a prepared base of the type called for on the construction plans in accordance with lines, grades, thickness, and typical section(s) shown including the conditioning of existing surface or base.

Except for friction courses and base courses, the hot bituminous mixture shall be of the type called for on the construction plans and shall conform to hot mix design criteria as outlined in the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

#### **Limitation of Operations**

The mixture shall be spread only when the air temperature (in the shade) is above 40° Fahrenheit and rising.

The temperature of the mixture at the time of spreading shall be within 25° Fahrenheit of the temperature set by the Project Engineer for this stage of the operation. The temperatures thus set by the Project Engineer shall be between 250° Fahrenheit and 340° Fahrenheit.

Any mixture caught in transit by a sudden rain may be laid only at the Contractor's risk. Should such mixture prove unsatisfactory, it shall be removed and replaced with satisfactory mixture at the Contractor's expense. In no case shall the mixture be laid while rain is falling or when there is water on the surface to be covered.

#### **Joints**

Transverse joints: Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, or laying operation is to commence from a cold joint, a transverse joint shall be construction by cutting back on the previous run to expose the full depth of the mat.

Longitudinal joints: Where only a portion of the width of pavements is to be laid, the exposed edge shall be vertical. If traffic has rolled over the edge the Project Engineer may require the rolled edge trimmed back to a vertical face prior to construction the adjacent strip.

General: When the fresh mixture is laid against the exposed edges of joints (trimmed or formed) it shall be placed on close contact with the exposed edge so that an even, well compacted joint will be produced after rolling without having an open joint or unlevel surface condition.

Layered placement of hot bituminous mixture shall be accomplished to cause longitudinal joints to be offset 6 to 12 inches laterally between successive layers.

#### **Finished Surface Requirements**

For the purpose of testing the finished surface, the Contractor shall provide a 15-foot straight edge and a standard template cut to the true cross-section of the road. These shall be available at all times during construction so that the Project Engineer may check the finished surface. The Contractor shall provide and designate some employee whose duty it is to use the straight edge and template in checking all rolled surface under the direction of the Project Engineer. The finished surface shall be such that it will not vary more than one-fourth inch from the 15-foot straight edge. Any irregularity of the surface exceeding the above limits shall be corrected.

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed. The finished surface shall be of uniform thickness texture and compaction. The surface shall have no pulled, torn, loosened portions and shall be free of segregation, sand streaks, sand spots, ripples or roller marks, depressions that show up after initial rolling, and roller depressions. Any area of the surface which does not meet the foregoing requirements shall be corrected at the Contractor's expense.

Correction of unacceptable pavement or portion thereof shall be determined in one of the following methods, only if approved by the Project Engineer:

Remove and replace - if correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least 50 feet on either side of the defective area, for the full width of the paving lane.

Overlaying - if correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a feather edge thickness at

a minimum distance of 50 feet on either side of the defective area and for the entire width of roadway.

#### **Compaction**

The complete pavement will be accepted with respect to in-place density when the following criteria have been met:

Ninety-five percent of laboratory density (FM 1-T166) has been achieved.

Laboratory density (FM-T166) will be determined from a sample of the hot mix obtained in the field.

In-place density will be determined from field cores obtained during thickness evaluation.

#### **Tests (Allowable Deficiencies - Thickness)**

The average thickness of the compaction in-place mixture shall be determined as shown on the construction plans typical cross-section(s) for that particular roadway(s) to be constructed. The pavement shall not be approved or accepted unless the following criteria have been met:

The compacted in-place pavement has not exceeded a deficiency of  $\frac{1}{4}$  inch in thickness as determined by the measured depths of two-inch diameter cores taken at random at a rate of one every 500 SY.

Not more than 20 percent of the total cores taken for that roadway (thickness and type) shall be deficient with no individual core exceeding the  $\frac{1}{4}$ -inch tolerance. Roadway pavement indicating an average thickness of 1 inch shall not have an individual core of less than  $\frac{3}{4}$ -inch in-place thickness.

Core lengths shall not exceed the average pavement thickness by more than three-eighths inch and shall be calculated as the next lower thickness.

All testing required such as mixture, density, cores, etc. shall be the responsibility of the Contractor with the testing performed by an independent testing laboratory, testing results submitted to and approved by the Project Engineer.

#### **Care to be Exercised**

The Contractor shall use extreme care when applying prime coats, tack coats or laying the asphaltic concrete to insure the materials being applied do not come in contact with surface of adjacent structures such as but not limited to curb, inlets, etc., other than those surfaces designed for contact. Any material allowed to come in contact with surfaces other than those scheduled shall be cleaned by any method acceptable to the Project Engineer that does not destroy the function or aesthetic value of the structure. Any surface after cleaning that remains objectionable to the Project Engineer may result in removing and replacing the objectionable section. All removal, replacement or attempts to clean surfaces shall be at the Contractor's expense.

The Contractor shall use extreme care in using equipment adjacent to structures such as, but not limited to curbs, inlets, etc. to prevent damage to those structures such as roller scars, grader scars, etc. The Project Engineer may direct removal and replacement of those objectionable surfaces that have in his opinion destroyed the functional or aesthetic value of the structure. Cost of removal and replacement shall be at the Contractor's expense.

The work in this Section also consists of the installation of a final surface for the shell parking spaces consisting of a 4" layer (finished thickness after finished grading and rolling) of bank run shell rolled in place and the installation of 12" of beach compatible sand (or approved alternate) for the kayak launch areas in accordance with the grade, lines and sections as shown on the Construction Plans. It shall also include the supply and installation of the wheel stops (and anchors), handicap parking space striping and signage, and crosswalk striping (thermoplastic) as shown on the Construction Plans.

The Contractor shall be responsible for all construction staking. The Contractor shall make every effort to preserve the grade stakes until the job is completed. Destroyed or moved stakes shall be replaced at the Contractor's expense.

Upon completion of finished Parking Area & Drive surfaces, the Contractor's Surveyor shall provide preliminary as-built project drawings and CAD file of the finished grade elevations of the Parking Area & Drive to the Project Engineer and the County for review and approval confirming adherence with the Construction Plans.

The Contractor's Surveyor shall also provide accurate, detailed and complete signed and sealed record drawings (10 sets) of the Parking Area & Drive, and one CD containing CAD files of all record drawings sheets to the Project Engineer and the County. The record drawings shall be signed and sealed by a Florida registered Land Surveyor. The record drawings shall meet or exceed the requirements of FDEP and Manatee County.

The Contractor shall take the necessary precautions to prevent erosion and rutting on or adjacent to the Parking Area & Drive surface before and after finished grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.



#### **D.1.12.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for PARKING AREA & DRIVE on the Bid Form at the indicated schedule:

ITEM D.1.12.1.1	Stake-out and As-builts
ITEM D.1.12.1.2	1" Asphaltic Concrete Type S-III (Initial Lift)
ITEM D.1.12.1.3	½" Asphaltic Concrete Type S-III (Final Lift)
ITEM D.1.12.1.4	6" Crushed Concrete Base LBR 100
ITEM D.1.12.1.5	6" Stabilized Subgrade LBR 40
ITEM D.1.12.1.6	Shell Parking – 4" Bank Run Shell
ITEM D.1.12.1.7	8" Stabilized Subgrade LBR 40
ITEM D.1.12.1.8	Kayak Launch Sand (12" Depth)
ITEM D.1.12.1.9	Wheel Stops
ITEM D.1.12.1.10	Handicap Parking Signs
ITEM D.1.12.1.11	Handicap Striping (5 Spaces & 4 Loading Zones)
ITEM D.1.12.1.12	12" Wide Crosswalk (Thermoplastic)

#### **D.1.13      PEDESTRIAN BRIDGES**

##### **D.1.13.1      DESCRIPTION OF WORK**

The work included in this Section shall consist of furnishing all equipment, labor, materials, surveying, testing, design, and permitting necessary to prepare structural design plans and specifications certified by appropriate professional engineer for the twelve foot wide timber Pedestrian Bridge 2 and Pedestrian Bridge 3 and installation of same. The Florida Department of Protection (FDEP) approved location, dimensions, elevations and general details of the proposed Pedestrian Bridges are shown on the Construction Plans.

Contractor shall procure all necessary information about the site and soil conditions, including geotechnical testing necessary for structural design. All materials used in construction of Pedestrian Bridges shall be marine grade and as specified by Contractor's Pedestrian Bridge structural design plans and specifications.

Contractor shall provide County with preliminary Pedestrian Bridges structural design plans and specifications for review and approval prior to proceeding with final Pedestrian Bridges structural design plans and specifications.

Contractor is responsible for obtaining building permits and any submittals, costs, fees, taxes or other charges as required by state or local agencies related to the Pedestrian Bridges.

Contractor is responsible for having the Pedestrian Bridges inspected at commencement of pile setting and after construction is complete by appropriate professionals to provide for quality assurance. Contractor shall provide all geotechnical reports, pile driving reports, inspection reports and final record drawings certified by appropriate professionals for the Pedestrian Bridges for confirmation of adherence with the structural design plans and specifications to County for review and approval.

Contractor shall notify all utility companies or utility owners, both public and private, of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction. Locating existing aboveground or underground utilities and protection of these facilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility

company, the County and the Project Engineer of the conflict. Contractor shall at Contractor's expense be responsible for the repair of any utilities damaged during construction.

The Pedestrian Bridges are to be staked by the Contractor and field reviewed by County (or designee) prior to any other work on the Pedestrian Bridges. The Pedestrian Bridge alignments may be revised and field staked by or under the supervision of County (or designee) where impacts to ecological resources may be avoided. Contractor shall be responsible for obtaining the field adjusted Pedestrian Bridges alignment and submitting a CAD file of the adjusted alignment to County for review and approval prior to proceeding with construction of Pedestrian Bridges.

Upon completion of construction, the Contractor shall provide accurate, detailed and complete certified record drawings (and one CD containing CAD files of all record drawing sheets) of the Pedestrian Bridges confirming adherence with the Construction Plans, structural design plans and specifications to the County for review and approval. Once approved, the Contractor shall also provide 10 sets of accurate, detailed and complete certified record drawings of the Pedestrian Bridges to the County. The record drawings shall be signed and sealed by a Florida registered Professional Engineer or Land Surveyor. The record drawings shall meet or exceed the requirements of the FDEP and Manatee County.

#### **D.1.13.2     PAYMENT**

All work specified under this section shall be paid for under the Lump Sum / Unit Price Pay Items for PEDESTRIAN BRIDGES on the Bid Form at the indicated schedule:

- |                 |                                                 |
|-----------------|-------------------------------------------------|
| ITEM D.1.13.1.1 | Structural Design, Inspection and Certification |
| ITEM D.1.13.1.2 | Construction Surveying and Record Drawings      |
| ITEM D.1.13.1.3 | Pedestrian Bridge 2 and 3 (12' Width)           |

#### **CONTRACT CONTINGENCY**

Contract Contingency is a monetary allowance used solely at Owner's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the solicitation documents. A written notice must be issued by an authorized Owner representative to authorize use of contract contingency funds.

Payment for all work under this Bid Item shall be made only at the County's discretion. This Bid Item shall not exceed 10% of the Bidders Total Base Bid. The Bidder shall calculate and enter a dollar amount for this Bid Item.

**END OF SECTION D**

## SECTION E

### INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence \$ <u>2,000,000</u> aggregate <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>100,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the</p>

Insurance / Bond Type	Required Limits
	completion of the Work.
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide <b>"Builder's Risk"</b> insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
<b>6. X - Bid Bond:</b>	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
<b>7. X - Payment and Performance Bond:</b>	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.



Reviewed by Risk:                     

## **INSURANCE REQUIREMENTS**

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

**Builder's Risk Coverage.** The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

**Excess Policy or Umbrella.** An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

**Subcontractor's Public Liability and Property Damage Insurance.** The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

**Waiver of Subrogation.** Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

**Worker's Compensation Insurance.** The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

**By way of its submission of a bid hereto, bidder:**

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

**Certificate of Insurance Requirements:**

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:  
**Manatee County  
Board of County Commissioners  
Bradenton, FL  
IFB# 15-2513-OV, Robinson Preserve Expansion Phase II Restoration,  
Bradenton, FL  
For any and all work performed on behalf of Manatee County.**
  2. Certificate shall be mailed to:  
**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: Olga Valcich, CPPB, Contract Specialist**

**BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a bid to this IFB, the bidder agrees should the bidder's bid be accepted, **to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a bidder, or if Owner rejects any and/or all bids, accompanying bond will be promptly returned.



**Payment and Performance Bonds.** Prior to commencing Work, the successful bidder shall obtain, for the benefit of and directed to Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligation under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the successful bidder to provide the Payment and Performance Bond shall be approved by Owner prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to Owner. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing Work, the successful bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner will make no payment to the successful bidder until the successful bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of Owner at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of Owner, thereafter, to enforce those provisions.



### BIDDER'S INSURANCE STATEMENT

**THE UNDERSIGNED** hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***

ATTACHMENT A  
**BIDDER'S QUESTIONNAIRE**  
(Submit in Duplicate)

The bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

1. Contact Information:

FEIN #: \_\_\_\_\_  
License #: \_\_\_\_\_  
License Issued to: \_\_\_\_\_  
Date License Issued (MM/DD/YR): \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_  
Email address: \_\_\_\_\_

2. Bidding as: an individual \_\_; a partnership \_\_; a corporation \_\_; a joint venture \_\_

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Bidder is authorized to do business in the State of Florida: ☐ Yes ☐ No

For how many years? \_\_\_\_\_

5. Your organization has been in business (under this firm's name) as a

\_\_\_\_\_

Is this firm in bankruptcy? \_\_\_\_\_

6. Attach a list of projects where this specific type of Work was performed.

BIDDER: \_\_\_\_\_

7. Is this firm currently contemplating or in litigation? Provide summary details.
- 
- 
- 
8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.
- 
- 
- 
9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.
- 
- 
- 
10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.
- 
- 
- 
11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.
- 
- 
- 

BIDDER: \_\_\_\_\_

12. If any, list MBE/DBE (with Agreement amount) to be utilized:

---

---

---

13. What equipment do you own to accomplish this Work? (A listing may be attached)

---

---

---

14. What equipment will you purchase/rent for the Work? (Specify which)

---

---

---

15. List the following in connection with the surety which is providing the bond(s):

Surety's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name, address, phone number and email of surety's resident agent for service of process in Florida:

Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

BIDDER: \_\_\_\_\_



ATTACHMENT B  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
**MANATEE COUNTY PROCUREMENT CODE**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_  
[Print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

ATTACHMENT B  
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature      My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C  
**SWORN STATEMENT**  
**THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with **IFB NO. 15-2513-OV**
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_,  
Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:

---

---

---

THE UNDERSIGNED, in submitting this bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

My commission expires: \_\_\_\_\_



# Angelina M. Colonnese

CLERK AD INTERIM OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082  
P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

## ATTACHMENT D: E PAYABLES APPLICATION

Company name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone number \_\_\_\_\_

Email Address \_\_\_\_\_

### FINANCE USE ONLY

Open orders: YES or NO

PEID \_\_\_\_\_

CREATE DATE \_\_\_\_\_

CONFIRMED WITH \_\_\_\_\_

Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

Return completed form to:

Via email to: [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com)

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

"Pride in Service with a Vision to the Future"

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder



CONSTRUCTION AGREEMENT

*for*

STIPULATED SUM

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS CONTRACTOR)

**CONSTRUCTION AGREEMENT FOR  
STIPULATED SUM  
Robinson Preserve Expansion Phase II Restoration, Bradenton, FL**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as "Owner", and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (license # \_\_\_\_\_), referred to herein as "Contractor."

**WHEREAS**, the Owner intends to construct [**Robinson Preserve Expansion Phase II Restoration, Bradenton, FL**], the aforementioned improvements being hereinafter referred to and defined as the "Project"; and

**WHEREAS**, in response to Owner's Invitation for Bid No. **15-2513-OV** (the "IFB"), Contractor has submitted its Bid (the "Contractor's Bid") to provide the aforementioned construction services.

**NOW THEREFORE**, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**1. Contract Documents.** The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor's Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

**2. Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than **210 calendar days** from the date of commencement, or as follows:

**Portion of Work**

**Substantial Completion Date**

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of **\$2,876.00 per calendar day**, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**4. Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ Dollars and Zero Cents (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

**5. Payments.**

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
  - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
  - iii. Subtract the aggregate of previous payments made by the Owner; and
  - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:



- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
  - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.
- (8) Reduction or limitation of retainage, if any, shall be as follows:
- Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.
- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

## **6. Termination or Suspension.**

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

## **7. Other Provisions.**

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of

occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

**8. Insurance and Bonding.** If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10 ) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant To Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of

action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.



To the Owner:

Manatee County Parks & Natural Resources Department  
Attn: M. Charlie Hunsicker, Director  
5502 33<sup>rd</sup> Avenue Drive West  
Bradenton, FL 34209  
Phone: 941-742-5923  
Email: Charlie.Hunsicker@mymanatee.org

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order
- 5—Public Construction Bond Form

*WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.*

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Exhibit A  
Title(s) of Drawings

1. Construction for Robinson Preserve Expansion Phase II Restoration  
Dated July 2015, (Project No. 215510578), Signed and Sealed  
July 16, 2015 by Richard Quince Sellers, P.E.....34 pages

Exhibit B  
Title(s) of Specifications / Permits

AA.	Environmental Resource Permit No.: 41-0328524-001, executed September 19, 2014.....	45 pages
BB.	Geotechnical Exploration for Robinson Preserve Education Center, 1704 99 <sup>th</sup> Street N.W., Bradenton, dated March 27, 2014 prepared by Ardaman & Associates, Inc., File No. 13-7414.....	24 pages
CC.	Resolution No. R-13-160, EPMP -13-01 – Manatee County Robinson Preserve Expansion Environmental Preserve Management Plan approved by the BOCC on September 5, 2013 .....	9 pages
DD.	Amended and Restated Removal Agreement regarding expansion of Robinson Preserve approved by the BOCC on June 16, 2016.....	17 pages
Section D - Measurement and Payment .....		35 pages

Exhibit C  
Affidavit of No Conflict

COUNTY OF \_\_\_\_\_,

STATE OF \_\_\_\_\_,

BEFORE ME, the undersigned authority, this day personally appeared, \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_ hereinafter the "Lessee"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Lessee to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

\_\_\_\_\_  
Signature

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

SUBSCRIBED to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

[Notary Seal]

Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

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

\_\_\_\_\_  
Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Exhibit D  
Contractor's Certificate(s) of Insurance

Exhibit E  
Contractor's Payment and Performance Bond

Exhibit F  
Standard Forms

1. Application for Payment
2. Certificate of Substantial Completion
3. Final Reconciliation, Warranty Period  
Declaration and Contractor's Affidavit
4. Contract Change Order
5. Public Construction Bond

## APPLICATION FOR PAYMENT

Request No.: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 Purchase Order No.: \_\_\_\_\_  
 County Bid No.: \_\_\_\_\_  
 Consultant: \_\_\_\_\_

Project: \_\_\_\_\_  
 From: \_\_\_\_\_ To: \_\_\_\_\_

## CONTRACT PAYMENT SUMMARY

Original Contract Amount:	\$	-
Change Order(s):	\$	-
Change order summary:		
Number	Date Approved	Additive
		Deductive
SUBTOTALS:	\$	-
Net change order subtotal (Additive less Deductive):	\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))	\$	-
	Previous Status	Total WIP
Value of the Work in Place (WIP)	\$	-
Value of Stored Materials	\$	-
Total Earned (\$ and % of CCA)	\$	-
Retainage (\$ and % of CCA)	\$	-
Net Earned (Total earned minus retainage)	\$	-
TOTAL PREVIOUS PAYMENTS	\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)	\$	-

## CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

## NOTARY:

## CONTRACTOR:

State of Florida, County of \_\_\_\_\_  
 Sworn to (or affirmed) and subscribed before me  
 this \_\_\_\_\_ day of \_\_\_\_\_ by  
 \_\_\_\_\_  
 (Name of person giving notice)

Name of person authorized to sign Affidavit of Notice

TITLE

Contractor name, address and telephone no.:

(Signature of Notary Public - State of Florida)  
 Print, Type or Stamp Commissioned Name of  
 Notary Public:

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
 Type of Identification Produced: \_\_\_\_\_

## VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: \_\_\_\_\_  
 Consultant/Engineer: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Department Head: \_\_\_\_\_  
 Payment approved by the  
 Board of County Commissioners: \_\_\_\_\_  
 Attested to by the Clerk of Circuit Court: \_\_\_\_\_







**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION  
AND CONTRACTOR'S AFFIDAVIT**

Project Title:

Date Submitted:

Contractor Data:

Name:

Address:

City/State/Zip:

Project No:

Warranty (months):

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated \_\_\_\_\_ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. \_\_\_\_\_ are correct and that the amount of \$ \_\_\_\_\_ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from \_\_\_\_\_ to \_\_\_\_\_

As (title) \_\_\_\_\_ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon \_\_\_\_\_ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

\_\_\_\_\_  
(Affiant Signature)

NOTARY:

State of Florida, County of \_\_\_\_\_, Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (person giving notice).

Signature of Notary Public - State of Florida: \_\_\_\_\_

Print, Type or Stamp Commissioned Name of Notary Public: \_\_\_\_\_

Personally Known ☐ or Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

<b>CONTRACT CHANGE ORDER</b>		Change Order No.:	
PROJECT:		Contract Amount: (Present Value)	
		Project Number:	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<small>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</small>		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: _____ Address: _____ City / State: _____ Contractor Signature: _____ Date _____		THE NET CHANGE OF ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____ TO _____	
<b>RECOMMENDATION, CONCURRENCES AND APPROVALS</b>			
		SIGNATURES	DATE
Consultant / Engineer:		_____	_____
Project Manager:		_____	_____
Department Head:		_____	_____
Approved by the Manatee County Board of County Commissioners:		_____	_____
		Chairman	
Attest Clerk of the Circuit Court:		_____	_____

**MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

(Enter bond number)

BY THIS BOND, We \_\_\_\_\_, located at \_\_\_\_\_, as  
(Name of Contractor) (Address)

Principal and \_\_\_\_\_, a corporation, whose address is  
(Name of Surety)

\_\_\_\_\_ are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. 15-2513-OV with the County for the project titled Robinson Preserve Expansion Phase II Restoration, Bradenton, FL, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. 15-2513-OV, between Principal and County for construction of

Robinson Preserve Expansion Phase II Restoration, Bradenton, FL,

(Title of Project)

the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

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

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

DATED ON \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

*(Corporate Seal)*

**SURETY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

*(Corporate Seal)*



**AGENT or BROKER**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

Licensed Florida Insurance Agent? ☐ Yes ☐ No

License #: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

City of: \_\_\_\_\_

GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

## TABLE OF CONTENTS FOR GENERAL CONDITIONS

	<u>Page</u>
<b>Article I-- Definitions .....</b>	<b>GC-1</b>
1.1 Definitions.....	GC-1
A. Acceptance.....	GC-1
B. Application for Payment.....	GC-1
C. Architect/Engineer .....	GC-1
D. Change Order .....	GC-1
E. Compensable Delay.....	GC-1
F. Contractor's Personnel .....	GC-1
G. Construction Services .....	GC-1
H. Contract Sum.....	GC-1
I. Construction Team .....	GC-1
J. Contract Time .....	GC-1
K. Days.....	GC-1
L. Defective .....	GC-2
M. Excusable Delay .....	GC-2
N. Field Directive .....	GC-2
O. Final Completion Date .....	GC-2
P. Float or Slack Time .....	GC-2
Q. Force Majeure .....	GC-2
R. Inexcusable Delay .....	GC-2
S. Non-prejudicial Delay .....	GC-2
T. Notice to Proceed .....	GC-2
U. Owner.....	GC-2
V. Owner's Project Representative.....	GC-2
W. Payment and Performance Bond.....	GC-3
X. Permitting Authority.....	GC-3
Y. Prejudicial Delay.....	GC-3
Z. Progress Report.....	GC-3
AA. Project.....	GC-3
BB. Project Costs.....	GC-3
CC. Project Manager.....	GC-3
DD. Project Plans and Specifications .....	GC-3
EE. Project Schedule .....	GC-3
FF. Project Site.....	GC-3
GG. Pre-operation Testing.....	GC-3
HH. Procurement Ordinance.....	GC-4
II. Punch List Completion Date .....	GC-4
JJ. Subcontractor.....	GC-4
KK. Substantial Completion and Substantially Complete .....	GC-4
LL. Substantial Completion Date.....	GC-4
MM. Unit Price Work .....	GC-4
NN. Work.....	GC-4
OO. Work Directive Change.....	GC-4
<b>Article II-- Relationship and Responsibilities .....</b>	<b>GC-5</b>

2.1 Relationship between Contractor and Owner .....	GC-5
A. Purpose .....	GC-5
B. Construction Team.....	GC-5
C. Response to Invitation for Bid .....	GC-5
2.2 General Contractor Responsibilities .....	GC-5
A. Personnel .....	GC-5
B. Cooperation with Architect/Engineer.....	GC-5
C. Timely Performance .....	GC-6
D. Duty to Defend Work.....	GC-6
E. Trade and Industry Terminology .....	GC-6
2.3 Project Schedule.....	GC-6
2.4 Construction Services .....	GC-7
A. Construction of Project .....	GC-7
B. Notice to Proceed .....	GC-7
C. Quality of Work .....	GC-7
D. Materials .....	GC-8
E. Accountability for Work.....	GC-8
F. Contract Sum .....	GC-8
G. Governing Specifications .....	GC-8
H. Adherence to Project Schedule .....	GC-8
I. Superintendent .....	GC-8
J. Work Hours .....	GC-9
K. Overtime-Related Costs.....	GC-9
L. Insurance, Overhead and Utilities.....	GC-9
M. Cleanliness.....	GC-9
N. Loading.....	GC-9
O. Safety and Protection .....	GC-9
P. Emergencies.....	GC-10
Q. Substitutes .....	GC-10
R. Survey and Stakes .....	GC-11
S. Suitability of Project Site .....	GC-11
T. Project Specification Errors .....	GC-12
U. Remediation of Contamination .....	GC-12
V. Interfacing .....	GC-13
W. Job Site Facilities .....	GC-13
X. Weather Protection.....	GC-13
Y. Performance and Payment Bond .....	GC-14
Z. Construction Phase; Building Permit; Code Inspection .....	GC-14
(1) Building Permit .....	GC-14
(2) Code Inspections .....	GC-14
(3) Contractor's Personnel .....	GC-14
(4) Lines of Authority .....	GC-15
AA. Quality Control .....	GC-15
BB. Management of Subcontractors .....	GC-15
CC. Job Requirements.....	GC-16
DD. As-Built Drawings .....	GC-17
EE. Progress Reports .....	GC-17
FF. Contractor's Warranty .....	GC-18

<i>GG Apprentices</i> .....	GC-18
<i>HH Schedule of Values</i> .....	GC-18
<i>II. Other Contracts</i> .....	GC-19
<b>Article III-- Compensation</b> .....	<b>GC-19</b>
3.1 Compensation.....	GC-19
<i>A. Adjustments</i> .....	GC-19
<i>B. Valuation</i> .....	GC-19
<i>C. Unit Price Work</i> .....	GC-19
3.2 Schedule of Compensation.....	GC-20
<i>A. Periodic Payments for Services</i> .....	GC-20
<i>B. Payment for Materials and Equipment</i> .....	GC-20
<i>C. Credit toward Contract Sum</i> .....	GC-20
3.3 Invoice and Payment .....	GC-20
<i>A. Invoices</i> .....	GC-20
<i>B. Additional Information; Processing of Invoices</i> .....	GC-20
<i>C. Architect/Engineer's Certificate</i> .....	GC-21
<i>D. Warrants of Contractor with Respect to Payments</i> .....	GC-21
<i>E. All Compensation Included</i> .....	GC-21
<b>Article IV-- Subcontractors</b> .....	<b>GC-21</b>
4.1 Subcontracts .....	GC-21
<i>A. Subcontracts Generally</i> .....	GC-21
<i>B. No Damages for Delay</i> .....	GC-22
<i>C. Subcontractual Relations</i> .....	GC-22
<i>D. Insurance; Acts &amp; Omissions</i> .....	GC-22
4.2 Relationship and Responsibilities .....	GC-22
4.3 Payments to Subcontractors; Monthly Statements.....	GC-23
<i>A. Payment</i> .....	GC-23
<i>B. Final Payment of Subcontractors</i> .....	GC-23
4.4 Responsibility for Subcontractors.....	GC-23
4.5 Contingent Assignment of Subcontractors.....	GC-23
<b>Article V-- Changes in Work</b> .....	<b>GC-24</b>
5.1 General .....	GC-24
5.2 Minor Changes in the Work.....	GC-24
5.3 Emergencies .....	GC-24
5.4 Concealed Conditions .....	GC-24
5.5 Hazardous Materials .....	GC-25
5.6 Change Orders; Adjustments to Contract Sum .....	GC-25
<i>A. Change Orders Generally</i> .....	GC-25
5.7 Unit Prices.....	GC-26
5.8 Owner-Initiated Changes.....	GC-26
5.9 Unauthorized Work.....	GC-26
5.10 Defective Work .....	GC-26
5.11 Estimates for Changes.....	GC-26
5.12 Form of Proposed Changes .....	GC-26



5.13 Changes to Contract Time.....	GC-26
<b>Article VI-- Role of Architect/Engineer .....</b>	<b>GC-27</b>
6.1 General .....	GC-27
<i>A. Retaining</i> .....	GC-27
<i>B. Duties</i> .....	GC-27
<i>C. Termination</i> .....	GC-27
6.2 Administration.....	GC-27
<i>A. Site Visits</i> .....	GC-27
<i>B. Reporting</i> .....	GC-28
6.3 Interpretation of Project Plans and Specifications.....	GC-28
6.4 Rejection of Non-Conforming Work .....	GC-28
6.5 Correction of Work .....	GC-28
6.6 Timely Performance of Architect/Engineer .....	GC-28
<b>Article VII-- Owner's Rights and Responsibilities .....</b>	<b>GC-29</b>
7.1 Project Site; Title .....	GC-29
7.2 Project Plans and Specifications; Architect/Engineer .....	GC-29
7.3 Surveys; Soil Tests and Other Project Site Information .....	GC-29
7.4 Information; Communication; Coordination.....	GC-30
7.5 Governmental Body .....	GC-30
7.6 Pre-Completion Acceptance.....	GC-30
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service .....	GC-30
7.8 Owner's Project Representative.....	GC-31
<i>A. Responsibilities</i> .....	GC-31
<i>B. Limitations</i> .....	GC-31
<b>Article VIII-- Resolution of Disagreements; Claims for Compensation.....</b>	<b>GC-32</b>
8.1 Owner to Decide Disputes .....	GC-32
8.2 Finality .....	GC-32
8.3 No Damages for Delay .....	GC-32
8.4 Permitted Claims Procedure.....	GC-32
8.5 Contract Claims and Disputes.....	GC-33
8.6 Claims for Consequential Damages .....	GC-33
<b>Article IX—Indemnity.....</b>	<b>GC-34</b>
9.1 Indemnity .....	GC-34
<i>A. Indemnification Generally</i> .....	GC-34
<i>B. Claims by Employees</i> .....	GC-34
9.2 Duty to Defend.....	GC-34
<b>Article X-- Accounting Records; Ownership of Documents .....</b>	<b>GC-35</b>
10.1 Accounting Records .....	GC-35
10.2 Inspection and Audit .....	GC-35

10.3 Access .....	GC-35
10.4 Ownership of Documents.....	GC-35
<b>Article XI-- Public Contract Laws .....</b>	<b>GC-35</b>
11.1 Equal Opportunity Employment .....	GC-35
<i>A. Employment</i> .....	GC-35
<i>B. Participation</i> .....	GC-36
11.2 Immigration Reform and Control Act of 1986.....	GC-36
11.3 No Conflict of Interest .....	GC-36
<i>A. No Interest in Business Activity</i> .....	GC-36
<i>B. No Appearance of Conflict</i> .....	GC-36
11.4 Truth in Negotiations .....	GC-36
11.5 Public Entity Crimes .....	GC-37
<b>Article XII-- Force Majeure, Fire or Other Casualty .....</b>	<b>GC-37</b>
12.1 Force Majeure .....	GC-37
<i>A. Unavoidable Delays</i> .....	GC-37
<i>B. Concurrent Contractor Delays</i> .....	GC-37
<i>C. Notice; Mitigation</i> .....	GC-37
12.2 Casualty; Actions by Owner and Contractor .....	GC-37
12.3 Approval of Plans and Specifications .....	GC-38
12.4 Notice of Loss or Damage.....	GC-38
<b>Article XIII-- Representations, Warranties and Covenants.....</b>	<b>GC-38</b>
13.1 Representations and Warranties of Contractor .....	GC-38
13.2 Representations of the Owner .....	GC-41
<b>Article XIV-- Termination and Suspension.....</b>	<b>GC-42</b>
14.1 Termination for Cause by Owner.....	GC-42
<i>A. Nonperformance</i> .....	GC-43
<i>B. Insolvency</i> .....	GC-43
<i>C. Illegality</i> .....	GC-43
<i>D. Rights of Owner</i> .....	GC-43
14.2 Termination without Cause by Owner .....	GC-43
<i>A. Release of Contractor</i> .....	GC-43
<i>B. Waiver of Protest</i> .....	GC-44
14.3 Suspension without Cause .....	GC-44
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.....	GC-44
14.5 Vacation of Project Site; Delivery of Documents.....	GC-44
14.6 Termination by the Contractor .....	GC-44

**GENERAL CONDITIONS**  
**ARTICLE I**  
**DEFINITIONS**

**1.1 Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Stantec Consulting Services, Inc. a corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid, unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and

include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Manatee County, a political subdivision of the State of Florida.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.



W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that



individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

## **ARTICLE II RELATIONSHIP AND RESPONSIBILITIES**

**2.1 Relationship between Contractor and Owner.** The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Response to Invitation for Bid. The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

**2.2 General Contractor Responsibilities.** In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of

professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

**2.3 Project Schedule.** The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance

testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

**2.4 Construction Services.** The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid and the Bid.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall



not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review.



Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

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

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in

connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site 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 construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid, but submitted after the effective date of the Contract Documents, Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- (3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies 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. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.



T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages

arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, it's scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.



Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
  - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
  - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
  - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
  - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
  - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
  - (f) Provide a quality control program as provided under Section 2.4.C above;
  - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
  - (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
  - (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
  - (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
  - (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
  - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
  - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
  - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
  - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.



EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of



overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

### **ARTICLE III COMPENSATION**

**3.1 Compensation.** The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;  
or
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement;  
and

- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**3.2 Schedule of Compensation.** All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

**3.3 Invoice and Payment.** All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid. .

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

#### **ARTICLE IV SUBCONTRACTORS**

**4.1 Subcontracts.** At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

**4.2 Relationship and Responsibilities.** Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

**4.3 Payments to Subcontractors; Monthly Statements.** The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:



A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

**4.4 Responsibility for Subcontractors.** As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

**4.5 Contingent Assignment of Subcontracts.** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner



shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE V CHANGES IN WORK**

**5.1 General.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

**5.2 Minor Changes in the Work.** The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

**5.3 Emergencies.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

**5.4 Concealed Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer

shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

**5.5 Hazardous Materials.** In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

**5.6 Change Orders; Adjustments to Contract Sum.**

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

**5.7 Unit Prices.** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

**5.8 Owner-Initiated Changes.** Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

**5.9 Unauthorized Work.** Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

**5.10 Defective Work.** Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

**5.11 Estimates for Changes.** At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

**5.12 Form of Proposed Changes.** The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

**5.13 Changes to Contract Time.** The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and



shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

## **ARTICLE VI ROLE OF ARCHITECT/ENGINEER**

### **6.1 General.**

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

**6.2 Administration.** The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**6.3 Interpretation of Project Plans and Specifications.** The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

**6.4 Rejection of Non-Conforming Work.** Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

**6.5 Correction of Work.** The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

**6.6 Timely Performance of Architect/Engineer.** The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.



## **ARTICLE VII**

### **OWNER'S RIGHTS AND RESPONSIBILITIES**

**7.1 Project Site; Title.** The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

**7.2 Project Plans and Specifications; Architect/Engineer.** The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

**7.3 Surveys; Soil Tests and Other Project Site Information.** Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

**7.4 Information; Communication; Coordination.** The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

**7.5 Governmental Body.** The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

**7.6 Pre-Completion Acceptance.** The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

**7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.**

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the

drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

**7.8 Owner's Project Representative.** Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

## **ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION**

**8.1 Owner to Decide Disputes.** The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

**8.2 Finality.** The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

**8.3 No Damages for Delay.** If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

**8.4 Permitted Claims Procedure.** Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.



- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

**8.5 Contract Claims and Disputes.** After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

**8.6 Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and



- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **ARTICLE IX INDEMNITY**

### **9.1 Indemnity.**

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**9.2 Duty to Defend.** The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

**ARTICLE X**  
**ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

**10.1 Accounting Records.** Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

**10.2 Inspection and Audit.** The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

**10.3 Access.** The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

**10.4 Ownership of Documents.** Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

**ARTICLE XI**  
**PUBLIC CONTRACT LAWS**

**11.1 Equal Opportunity Employment.**

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national

origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

**11.2 Immigration Reform and Control Act of 1986.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

**11.3 No Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

**11.4 Truth in Negotiations.** By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.



**11.5 Public Entity Crimes.** The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

## **ARTICLE XII**

### **FORCE MAJEURE, FIRE OR OTHER CASUALTY**

#### **12.1 Force Majeure.**

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

**12.2 Casualty; Actions by Owner and Contractor.** During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the

Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

**12.3 Approval of Plans and Specifications.** The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

**12.4 Notice of Loss or Damage.** The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

### **ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS**

**13.1 Representations and Warranties of Contractor.** The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:



A. The Contractor is a construction company, organized under the laws of the State of \_\_\_\_\_, authorized to transact business in the State of Florida, with \_\_\_\_\_ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which the responsibility of the Contractor to fulfill are. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the

Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's

written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

**13.2 Representations of the Owner.** To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.



G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

#### **ARTICLE XIV TERMINATION AND SUSPENSION**

**14.1 Termination for Cause by Owner.** This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its

insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

**14.2 Termination without Cause by Owner.** The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar day's written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.



B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

**14.3 Suspension without Cause.** Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

**14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.** If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

**14.5 Vacation of Project Site; Delivery of Documents.** Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

**14.6 Termination by the Contractor.** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.