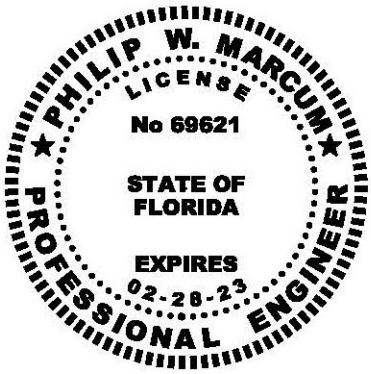
SECTION 00 73 00

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

APPROVAL STATUS							
PREPARED BY:	PWM	DATE	27July2021	CHECKED BY:	GA	DATE	27July2021
APPROVED BY:	DB	DATE	27July2021				

REVISION STATUS						
REV	ISSUED FOR	REVISED BY	CHECKED BY	APPROVAL	APPROVAL	DATE
0	Bidding					

Engineer's Seal



Digital Signature

Philip W Marcum

Digitally signed by Philip W Marcum
DN: c=US, o=Unaffiliated, ou=A01410D0000017497222E2400009748, cn=Philip W Marcum
Date: 2021.07.28 16:44:31 -04'00'

PHILIP W. MARCUM P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 69621.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY PHILIP W. MARCUM ON 28 JULY 2021, USING A DIGITAL SIGNATURE ISSUED BY IDENTRUST.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND THE IDENTRUST DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Construction Agreement. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

Not Used

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Copies of Documents*

Owner shall furnish to Contractor four printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.02 *Electronic Transmittals*

Electronic Documents Protocol: The parties shall conform to the following, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

A. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of the General Conditions.

B. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term

of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

   a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
    a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
    b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
    c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
    d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Hierarchy of Construction Documents*

The standard order of precedence will start with any change orders, the agreement, special conditions, general conditions, drawings, specifications, then any other documents that form the contract documents unless otherwise noted.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Delays in Contractor's Progress

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in the contract. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

4.02 *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth below are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds threshold precipitation quantity of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.02.C by reference.

ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: temperature degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: temperature degrees Fahrenheit.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by Nation Weather Service, National Oceanic and Atmospheric Administration weather monitoring station at Sarasota Bradenton.

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit (exhibit B)—Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit (exhibit B)—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

5) The contractor shall daily track the weather and indicate in their daily report (to be submitted to the Engineer for review on a daily basis) the days weather. The Contractor shall also include in their daily report days lost due to weather with a weekly, monthly and project total.

6) The contractor shall immediately notify the Engineer of a day lost to weather. Not withstanding the above should a contractor be able to work greater than 50% of the average of the last two weeks daily hours worked shall not be able to count the day as a lost day due to weather. Incliment weather days will include days to recover from inclement weather.

7) There will be no Damages for Delay assessed for calendar days lost due to inclement weather or conditions resulting from inclement weather, that occur after the specified or adjusted completion date. Inclement weather occurring after the Construction Completion date, interim completion date, and/or previously adjusted completion date, will not be considered as a reason for delay for the applicable completion date

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Subsurface and Physical Conditions*

A. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data

in the report upon which Contractor may rely: If there are no such reports, so indicate in the table.

Report Title	Date of Report	Technical Data
Lake Manatee Dam Supplemental Inspection Report to the 2013 Annual Inspection	January 2015	**Inspection**
LAKE MANATEE DAM EMERGENCY GEOTECHNICAL SUBSURFACE INVESTIGATION DATA REPORT	May 2015	Geotechnical Investigation
LAKE MANATEE DAM 2018 ANNUAL INSPECTION REPORT	April 2019	Inspection
Project Summary Report	December 2013	Spillway and Toe Drain Inspection
Manatee Lake Dam Raw Water Intake	December 2013	Water Intake Inspection

B. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: If there are no such drawings, so indicate in the table.

Drawings Title	Date of Drawings	Technical Data
Water Works Project	1965	Original Design Drawings
Lake Manatee Dam Tainter Gates	November 2011	As-Built Plans

C. Contractor may examine copies of reports and drawings identified in SC-5.01.E and SC-5.01.F that were not included with the Bidding Documents at location during regular business hours, or may request copies from Engineer.

5.02 *Hazardous Environmental Conditions*

A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: If there are no such reports, so indicate in the table.

Report Title	Date of Report	Technical Data
		Identify Technical Data
Report of XRay-Fluoresence (XRF) and Paint Chip Coatings Testing for Lead	July 2021	Lead Base Paint Testing

B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any)

contained in such Drawings upon which Contractor may rely: If there are no such drawings, so indicate in the table.

Drawings Title	Date of Drawings	Technical Data
		Identify Technical Data
Not Applicable		

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

6.01 *Labor; Working Hours*

A. Regular working hours will be 7:00 am to 7:00 pm.

B. Owner's legal holidays are to be observed.

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 7—OTHER WORK AT THE SITE

7.01 *Coordination*

A. Owner is not aware of any current or future projects that will impact the delivery of this project.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be **Wood Environment and Infrastructure Solutions, Inc**. The authority and responsibilities of Owner's Site Representative follow:

- Act as Owner's representative adding value to the construction that meet or exceed industry standards.
- Ensure Contractor is providing a safe working environment.
- Act as liasson between the Contractor, Owner and Regulatory Agencies

- Represent Owner in a professional and ethical manner at all times.

Ensure that contractors are performing and providing deliverables per the construction agreement/contract.

- Monitor and report on daily construction activities at the project site including but not limited to scheduling of work and delivery of equipment & materials, quality of work, budget, construction progress, health and safety, and manage change.
- Review submittals, drawings, and reports during the project design, pre-construction and construction phases to avoid potential issues in construction.
- Review and comment on construction benchmark assemblies (i.e. trenching, wire management, etc.)
- Manage and finalize contract processes and documents such as RFI's and change orders, preparing them for management review and approval.
- Review, interpret, and provide feedback on contractor provided documents.
- Review all commissioning, quality assurance, and quality control work/reporting done by contractor. Coordinate internal/external engineering support as needed.
- Work with Owner operations staff, asset manager, and O&M provider to facilitate field visits and document review in anticipation of project substantial completion and commercial operation date.
- Manage Owner's site representation on a daily basis to document construction activities, issues, and material deliveries.
- Prioritize Owner site representative's activities/inspections to monitor contractor QA/QC processes and overall quality.
- Represent Owner and coordinate site tours as needed for investors, utility representatives, etc.
- Provide initial evaluation of all Contractor payment applications to ensure accuracy relative to actual project construction status.
- Assist in cash flow forecasting and processing of payment requests.
- Represent Owner in contract/payment discussions with Contractor.
- Provide support for and/or lead construction contract negotiations.
- Facilitate and lead site meetings including but not limited to Weekly/Monthly Progress Meetings, Schedule Meetings, Stakeholder meetings. Provide agenda and supply minutes of meetings.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Resident Project Representative*

A. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor.

RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
   a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
   b. Observe whether any Work in place appears to be defective.
   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
   b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
   a. Participate in Engineer's visits regarding Substantial Completion.
   b. Assist in the preparation of a punch list of items to be completed or corrected.
   c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
   d. Observe whether items on the final punch list have been completed or corrected.

B. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 10—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

10.01 *Progress Payments*

For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

10.02 *Substantial Completion*

Contractor shall inform the RPR and Owner's Site Representative no less than 14 calendar days that the construction is substantially complete and request inspection.

If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

10.03 *Correction Period*

The correction period specified as three years after the date of Final Completion.

ARTICLE 11—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **(DC)** or later
DWG	Autodesk® AutoCAD/Civil3D .dwg format Version **(2020)**
DOC	Microsoft® Word .docx format Version **(2010/Office 365)**
EXC	Microsoft® Excel .xls or .xml format Version **(2010/Office 365)**
DB	Microsoft® Access .mdb format Version **(2010/Office 365)**

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Notes:
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

EXHIBIT C - GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

Geotechnical Baseline Report (GBD)—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBD's own terms. The GBD is a Contract Document.

Geotechnical Data Report (GDR)—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:

    a. *Report Title:* **(Exact title of the document)**

    b. *Date of Report:* **(Date report was issued)**

    c. *Technical Data in report upon which Contractor may rely*: **(Identify Technical Data (for example, "Boring Log, Test Site 3") and specify page number or other reference where Technical Data is located within the report. List multiple Technical Data line items per entry when appropriate.)**

2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:

    a. *Drawings Title:* **(Exact title of the drawings)**

    b. *Date of Drawings:* **(Date drawings were issued)**

    c. *Technical Data in drawings upon which Contractor may rely:* **(Identify Technical Data (for example, "Plan View of Rock Outcroppings") in drawings, or state "All information in drawing" if entire content is Technical Data entitled to reliance; and specify drawing number, page number, or other reference where the Technical Data is located. List multiple Technical Data line items per entry when appropriate.)**

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **(location)** during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. *Geotechnical Baseline Documents*

1. This Contract contains a Geotechnical Baseline Documents ("GBDs"), identified in Section C of the Procurement and Contracting Requirements.

2. The GBDs are incorporated as Contract Documents. The GBDs are to be used in conjunction with other Contract Documents, including the Drawings and Specifications.

3. The GBDs describe certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions"). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.

4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBDs, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.

5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBDs, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in the General Conditions. As indicated below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBD is inapplicable.
6. The descriptions of subsurface conditions provided in the GBDs are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBDs, nor is the GBDs intended to warrant or guarantee the use of specific means or methods of construction.
7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBDs, they are based on stated assumptions regarding construction means and methods.
8. The GBDs will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBDs; or
2. differs materially from conditions shown to the extent the GBDs is inapplicable; or
3. differs materially from conditions shown or indicated in Contract Documents other than the GBDs, to the extent the GBDs are inapplicable; or
4. to the extent the GBDs are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided herein is materially inaccurate; or
5. to the extent the GBDs are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
6. to the extent the GBDs are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an

emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories herein above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described herein.

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of the General Conditions; and

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions herein.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required herein.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* The General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. The General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions herein are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

ARTICLE 12—MISCELLANOUS

Vibration and Displacement Monitoring described in Specification Section Steel Pipe Piles, sections 3.6 and 3.7 shall apply to all pile operations throughout the project.

Temporary Utilities for Construction:

- Contractor shall install the following meters in accordance with the local utility requirements:
- Water Meter: Manatee County Public Works
- Power Meter: Florida Power and Light

Contractor shall install new piezometers after substantial completion has been achieved. Contractor is to assume that all piezometers within the project limits will require replacement.

Contractor is made aware that Lake Manatee is the only potable water source for the Manatee County and its providers. The primary intake system associated with supplying water to the water treatment plant will be offline during construction. The backup intake structure/system will be used by the County during construction activities. Contractor is made aware that this backup intake structure and its system shall not be disturbed at any time during construction. Contractor shall install all necessary measures to protect this structure and its ability to provide water to the water treatment plant.

Contractor is made aware that the existing dam bridge has a weight restriction of 10 tons. All construction equipment and vehicles are to use the low water crossing unless prior approval by the Owner is obtained. Requests to use the bridge shall be made at least 10 working days in advance. No additional payment will be made if the request is not authorized. The request is required to include a shoring plan to be reviewed and accepted by the County.

Contractor shall maintain access to the dam and bridge throughout construction.

Contractor is responsible for securing all equipment and materials on the project site.

Contractor will not be permitted to release any material or discharges into the lake or its contributors or spillways.

Drawings are intended to serve as Proof of Concept only. Contractor shall engage the services of Professional Engineers in the State of Florida to develop final construction drawings for review and acceptance by the Owner.

Existing utilities shall be protected at all times. Should a utility be damaged, contractor shall repair or replace at their own expenses.
Craft Parking will be in designated areas on traffic plan
Limit Traffic on spillway crest

County will provide access to the lake via on site dock. Contractor is required to make any necessary Improvements for specific equipment or project requirements at no additional cost to the Owner. Temporary structures will be removed by the conclusion of construction unless otherwise approved by the County.

Contractor shall protect embankments on both sides of the dam.

Minimum distance for travel under power lines must comply with OSHA Rules.
1. Work at a safe distance.

This is the most important rule: Work at a safe distance from all power lines. The Occupational Safety and Health Administration (OSHA) requires that equipment be kept at least 10 feet away from power lines with voltages up to 50kV. For lines with voltages higher than 50kV, the required distance is even greater (see below). When uncertain of a power line's voltage, stay 50 feet away feet away for voltages greater than 350kV until the voltage can be determined. Cranes and derricks are required to take additional steps before beginning work (see OSHA Standards 29 CFR 1926.1400 effective Nov. 8, 2010). Call FPL at 1-800-375-4375 or your local electric utility to identify the voltage of power lines before you begin working. If you witness a violation of this rule, stay away from the equipment and warn the operator to move away from the power line.

FPL Power Line Voltages	OSHA Minimum Approach Distance* (OSHA 1926.1408 Table A)
0 to 50kV	10 feet
Over 50kV to 200kV	15 feet
Over 200kV to 350kV	20 feet
Over 350kV to 500kV	25 feet

Over 1,000kV	Distance established by the power line owner/operator or qualified registered professional engineer

Prior to any excavation, Contractor shall contact Sunshine State One Call of Florida at 811 or 1-800-432-4770 at least two full business days in advance of any excavation work. Contractor is required to perform a Quality Level A Subsurface Utility Survey in accordance with The American Society of Civil Engineers' (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data was published and distributed in 2003. https://www.fhwa.dot.gov/programadmin/asce.cfm

Contractor is required to maintain an accurate set of "red line" drawings at the project site. Scans of the red lines shall be provided with each monthly pay request.

Contractor shall provide their own survey layout and control for the project. Surveyor shall be a licensed Professional Survey in the State of Florida (Board of Professional Surveyors and Mappers). Surveyor is made aware that information may be provided to the contractor from the Engineer or Owner's Representative in digital form only throughout the project life cycle for items related to the performance of survey.

Contractor is made aware that Least Terns (Florida Endangered Species) have nesting areas on the face of the dam. All necessary precautions shall be made in accordance with the requirements of the Florida Department of Environmental Protection.

-- End of Section --