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DIVISION I OF THE STANDARD SPECIFICATIONS

Specifications apply to all Seminole County Projects.

When applicable, Note: Division II “Construction Details” and Division III “Materials” are incorporated by reference to most current Florida Department of Transportation, Standard Specifications For Road and Bridge Construction, at the time of bid.

GENERAL CONDITIONS

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**DIVISION I STANDARD SPECIFICATIONS
GENERAL CONDITIONS**

SECTION 1 - DEFINITIONS/INTERPRETATIONS

1.1 Definitions.

The following definitions apply to the Contract Documents and these definitions apply to both the singular and plural form of the respective term:

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

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

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

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

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

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

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

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

Bonds - Instruments of security provided by CONTRACTOR and CONTRACTOR's Surety in accordance with the Contract Documents.

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

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

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

Contract Documents - The documents listed in the Section of the Agreement concerning Contract Documents

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

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

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination of such entities that has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" includes CONTRACTOR and its authorized representative.

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

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

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

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

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

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

Department The Seminole County Department requesting the project.

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

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

ENGINEER - The Seminole County Engineer or Owner’s Representative contracted to act on behalf of the County that may serve as the COUNTY’s engineer of construction, engineering, and inspection; such representatives or Consultants acting within the scope of the duties and authority assigned to them.

ENGINEER OF RECORD - The professional engineer or engineering firm contracted with by the COUNTY or employed by COUNTY and registered in the State of Florida that develop criteria and concept for the Work, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The ENGINEER OF RECORD may be COUNTY in-house staff or a Consultant retained by the COUNTY.

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

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

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

Final Completion - The date of final completion is the date when the construction is finally completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the COUNTY can utilize the project for its intended use and when all deficiencies listed in the Certificate of Substantial Completion have been corrected..

Florida Department of Transportation - FDOT

General Conditions – Seminole County Division I of the Standard Specifications.

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

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

A holiday that occurs on a Saturday will be observed on the preceding Friday and a holiday that occurs on a Sunday will be observed on the following Monday.

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

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, and court or administrative orders of the federal, state, and local governments.

Low Bidder - The lowest responsive, responsible Bidder.

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

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

Material and Workmanship Bond – security furnished by CONTRACTOR through its Surety as a guarantee, whereas, the Principal is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said project for a period of two (2) years from date of Final Completion under the Contract Documents.

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

Notice of Award - The written notice in the form of a Tabulation Sheet (posted on the COUNTY's website) of the acceptance of the Bid from COUNTY to Low Bidder.

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

Owner - Refer to definition of COUNTY.

Payment Bond - The security provided by CONTRACTOR through its Surety as a guarantee that CONTRACTOR will pay in full all bills and accounts, from claimants protected by Section 255.05, Florida Statutes and lienors as defined in Section 713.01(18), Florida Statutes, as these statutes may be amended from time to time, for Material, labor, services and supplies used directly or indirectly in the prosecution of the Work. The covered amount of the Payment Bond is separate and distinct from the covered amount of the Performance Bond.

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

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

Pre-Construction Conference – immediately after execution of the Agreement and before the issuance of the Notice to Proceed, COUNTY PROJECT MANAGER will schedule a Pre-Construction Conference to go over construction aspects of the project. ENGINEER OF RECORD and CONTRACTOR Superintendent's attendance is mandatory, others that may be requested to attend are Utility Representatives, Sub-Contractors, and COUNTY PROJECT MANAGERS from other Departments that the project may impact.

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

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

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

Request for Information - CONTRACTOR's inquiries for information as submitted in a format agreed upon by the CONTRACTOR and the COUNTY.

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

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

Specifications - The directions and provisions contained in these General Conditions, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work will be performed, or to the quantities and qualities of Materials and labor to be provided under the Contract Documents.

Standard Specifications - The covenants, directions, provisions, and requirements set forth in Division I "General Conditions" are in this document for all projects. For Public Works road and bridge projects, Division II "Construction Details" and Division III "Materials", incorporate by reference the Florida Department of Transportation's most current Standard Specifications For Road and Bridge Construction. All other types of projects as provided by the ENGINEER of RECORD.

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

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

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

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

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

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

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

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

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

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

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

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

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

Warranty Period - The period of time which begins upon the COUNTY granting Final Acceptance for the project, within which CONTRACTOR shall promptly correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work, all without cost to COUNTY and in accordance with COUNTY's written instructions.

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

1.2 Interpretations.

1.2.1 Any reference to a Section or subsection in these General Conditions without identification of the particular Section or subsection means a reference to these General Conditions as a whole.

1.2.2 Reference to standards or manuals listed in 1.3 shall mean the version at time of bid opening.

1.3 Abbreviations.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories

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

SECTION 2 - PRELIMINARY MATTERS

2.1 Copies of Documents. Project documents are available on the COUNTY's website.

2.2 Commencement of the Contract Time; Notice to Proceed.

2.2.1 The Contract Time will commence to run on the Day indicated in the Notice to Proceed. The Notice to Proceed may indicate a Date of Commencement of the Contract Time any time within thirty days after the Execution Date of the Agreement, unless otherwise directed by the COUNTY.

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

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

2.3 Preconstruction Conference. CONTRACTOR shall attend such conference and shall require any or all of its Subcontractors and Suppliers, as COUNTY directs, to attend the conference. Outline procedures for handling Shop Drawings and other submittals and for processing Applications for Payment. Discuss project schedules and milestones and when they are due. For Projects and Work involving the COUNTY Utilities Division, a separate utilities Preconstruction Conference must be scheduled between the COUNTY, ENGINEER, CONTRACTOR, utility subcontractors, and appropriate COUNTY Utilities Division personnel. After the utilities Preconstruction Conference, the COUNTY is responsible for issuance of a Right-of-Way Use Permit. No Work involving COUNTY utilities may commence until the Right-of-Way Use Permit is issued.

2.4 Before Starting Construction.

2.4.1 Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown on them and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, or discrepancy that CONTRACTOR or any of CONTRACTOR's Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected by such conflict, error, or discrepancy.

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

2.4.3 COUNTY or ENGINEER shall review and return the schedules submitted in accordance with Section 2.4.2 and CONTRACTOR, if required, shall revise, adjust, or modify and resubmit acceptable schedules at least thirty (30) days following the Notice To Proceed date or ten (10) days before submission of the first Application for Payment whichever shall first occur.

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

SECTION 3 - CONTRACT DOCUMENTS; INTENT AND REUSE.

3.1 Applicable Law; Intent.

3.1.1 The Contract Documents constitute the entire agreement between COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents are governed by the laws of the State of Florida. The sole jurisdiction and venue for any legal action in connection with the Contract Documents will be in the state courts located in Seminole County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, to the extent that a federal court would otherwise have jurisdiction over the legal action.

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

3.2 Priority of the Contract Documents.

3.2.1 If, during the performance of the Work, the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once, and before proceeding with the Work affected by such conflict, error, or discrepancy, CONTRACTOR shall obtain a written interpretation or clarification from ENGINEER. ENGINEER will promptly investigate the matter and respond to CONTRACTOR with an interpretation or clarification. After CONTRACTOR's discovery of such a conflict, error, or discrepancy, or after the date when CONTRACTOR should have reasonably known of them, until the interpretation or clarification is obtained from ENGINEER, any Work done by CONTRACTOR that is directly or indirectly affected by them will be at CONTRACTOR's own risk and CONTRACTOR shall bear all costs and delay arising from them.

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

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

the Specifications and the Drawings, conflict, CONTRACTOR shall provide the higher cost requirement, unless otherwise directed by ENGINEER.

3.2.4 If the issue of priority is due to a conflict or discrepancy between express provisions of the Contract Documents and any referenced specification, manual, or code of any technical society, organization, or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization, or association, or between Laws or Regulations, the provision with the higher cost requirement will be binding on CONTRACTOR, unless otherwise directed by ENGINEER.

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

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

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

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

4.1 Availability of Lands.

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

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

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

4.2 Physical Conditions (Including Underground Facilities).

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

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

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

Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

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

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

4.4 Resolution of a Report of Differing Physical Conditions.

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

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

4.4.3 If COUNTY, with the advice of ENGINEER, concludes that the Contract Documents need to be supplemented only, appropriate minor deviations in the Work will be authorized by a Field Order issued by ENGINEER. COUNTY's determination that the Contract Documents do not need to be amended will be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) calendar days of receipt of the applicable Field Order. In no event will CONTRACTOR be entitled to anything other than additional time.

4.4.4 If any change in the Work, which is required due to differing physical conditions, causes an increase or decrease in CONTRACTOR's cost of or the time required for the performance of all or part of the Work, then COUNTY shall make an adjustment in Contract Price or Contract Time or both, subject to the provisions of this Section 4, and Sections 10 and 11.

4.4.5 No proposal by CONTRACTOR for an adjustment under this Section 4, nor Contract Claim by CONTRACTOR for an adjustment on account of differing physical conditions, will be allowed unless CONTRACTOR has given the written notice required in Section 4.3.

4.5 Special Requirements for Underground Facilities. CONTRACTOR will have full responsibility for the following: (a) locating any and all Underground Facilities, including utilities shown or indicated as

to depth and alignment in advance of excavation; (b) identifying the owner of any newly discovered Underground Facility and promptly notifying that owner and ENGINEER of that discovery; (c) shoring, blocking, and protecting Underground Facilities, including utilities shown, indicated, or discovered; d) - coordination, scheduling, and sequencing of the Work with the owners of all Underground Facilities shown, indicated, or discovered; (e) repairing any damage done to the satisfaction of those owners, to the extent that the damage was due to CONTRACTOR's failure to adhere to the requirements of this Section or Section 4.2.2., or to the fault or negligence of CONTRACTOR; and (f) the safety and protection of any affected Work and repairing any damage done to the Work. Except as otherwise provided in Section 4.2.3., all costs involved and time required to perform these responsibilities will be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

4.6 Engineering and Layout.

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

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

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

4.6.4 On Projects involving construction of new base, stakes to establish lines and grades for subgrade base, curb and related items will be set at intervals along the line of the Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes will be set at locations directed by the ENGINEER to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas. For bridge construction stakes and other control, references will be set at sufficiently frequent intervals to ensure that all components of a structure are constructed in accordance with the lines and grades shown in the Plans. For Projects where the Plans do not show a centerline or other survey control line for construction of the Work (resurfacing, safety modifications, etc.) only such stakes as necessary for horizontal and vertical control of Work items will be required. For resurfacing and resurfacing widening type Projects, CONTRACTOR shall establish horizontal controls adequate to ensure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points will be set at 100-foot intervals by an instrument survey. In curbs sections, horizontal control points will be set at 25-foot intervals by locating and referencing the centerline of the existing pavement. The CONTRACTOR shall reference the beginning and ending of each no passing zone for use during temporary striping

operations. The CONTRACTOR shall establish by an instrument survey and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing-widening Projects, these points will be established in the same manner as used for horizontal control of paving operations. Marks will be made with white paint. If striping is included in the Work to be done by the CONTRACTOR, an alternate method for layout of striping may be approved by the ENGINEER provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey. For Projects with permanent striping by the CONTRACTOR, the measurement and analysis in order to establish the location and length of no-passing zones will be accomplished by approved electronic methods consisting of a minimum of two distance measuring devices, and will be in accordance with Sections 3B-4 and 3B-5 of the Manual on Uniform Control Devices (“MUTCD”). For all Projects, a station identification stake will be set at each right-of-way line at 100-foot intervals and at all locations where a change in right-of-way width occurs. Each of these stakes will be marked with painted numerals, of sufficient size to be readable from the roadway, corresponding to the Project station at which it is located. As an exception to the above, for Projects where Plans do not show right-of-way lines, station identification stakes will be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing-widening Projects, station identification stakes will be set at 200-foot intervals.

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

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

SECTION 5 - BONDS

5.1 Performance, Payment and Other Bonds.

5.1.1 CONTRACTOR shall provide a Performance Bond, a Payment Bond, and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond must be in an amount equal to 100% of the Contract Price; the Payment Bond must be in an amount equal to 100% of the Contract Price; the Material and Workmanship Bond must be in an amount equal to 10% of the Contract Price as adjusted in the Final Application For Payment. The Performance and Payment Bonds must be recorded with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds must remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Law or Regulation, or the other provisions of the Contract Documents. CONTRACTOR shall also provide such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents must inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person may have any right of action based on the Performance Bond.

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

5.1.3 If the Surety on any Bond provided by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the State of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall substitute another Bond and Surety within five (5) days thereafter, both of which must comply with the Contract Documents and must be acceptable to COUNTY. Otherwise, CONTRACTOR will be in default and COUNTY will be entitled to all default remedies in the Contract Documents.

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

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence.

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

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

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

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

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

6.2 Personnel and Working Hours.

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

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

6.2.3 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent to the site, and except as otherwise indicated in the Supplementary Conditions, all Work at the site must be performed during normal Working hours, and CONTRACTOR shall not permit overtime Work or the performance of Work on Saturday, Sunday, or any Holiday without COUNTY's written consent given after prior written notice to ENGINEER. Normal Working hours are defined as the CONTRACTOR's normal eight hour Working period occurring between the hours beginning at 7:00 a.m. and ending at 6:00 p.m., exclusive of Saturdays, Sundays, or Holidays. Work during other than normal Working hours may be scheduled by CONTRACTOR if CONTRACTOR first obtains written permission from COUNTY.

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

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

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

6.5 Items of Material or Equipment.

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

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

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

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

6.6 Wood Products. Except as may be otherwise provided by Laws or Regulations, pursuant to Section 255.20(3), Florida Statutes, lumber, timber, and other forest products specified in the Contract Documents must be produced and manufactured in Florida whenever such products are available, provided that price, fitness, and quality are equal to other available products. This requirement does not apply where plywood is specified for monolithic concrete forms.

6.7 Equivalent Materials and Equipment.

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

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

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

6.7.4 ENGINEER will record time required by ENGINEER, ENGINEER OF RECORD, and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute,

COUNTY will be entitled to deduct COUNTY's costs, including the charges of ENGINEER, ENGINEER OF RECORD, and their consultants for evaluating any proposed substitute, from the Contract Price by issuing a Change Order'.

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

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

6.7.7 In the event that a substitute item differs materially from the specified item of Material or Equipment, and this difference was not expressly identified in CONTRACTOR's request for the substitution, or the incorporation of the substitute into the Work results in a change to the Work or in the function or general design of the Project, ENGINEER will have authority to require the removal and replacement of such substitute.

6.8 Concerning Subcontractors, Suppliers and Others.

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

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

6.8.3 CONTRACTOR will be fully responsible for all acts and omissions of CONTRACTOR's Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by

CONTRACTOR. Nothing in the Contract Documents creates any contractual relationship between COUNTY or ENGINEER and any Subcontractor or Supplier or other person or organization having a Subagreement with CONTRACTOR, nor will it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment due any Subcontractor, Supplier, or other person or organization, except as may otherwise be required by law. COUNTY or ENGINEER may provide to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done. No Subcontractor, Supplier, or other person or organization will be a third party beneficiary of this Contract.

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

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

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

6.8.7 Upon receipt of a written request from COUNTY, CONTRACTOR shall provide all information required by Sections 713.16 and 713.165, Florida Statutes, within 15 calendar days, to COUNTY. There is no limit on the number of such requests COUNTY may make. No payments will be due CONTRACTOR until the information required by Section 713.16 and 713.165, Florida Statutes, is provided in the form required by Sections 713.16 and 713.165, Florida Statutes. CONTRACTOR specifically waives Section 255.05(11), Florida Statutes.

6.8.8 If any portion of the Project is funded by State Funds, CONTRACTOR shall give preference to the employment of State residents in the performance of the work in accordance with Section 255.099, Florida Statutes. CONTRACTOR shall comply with Section 255.099, Florida Statutes in all respects.

6.9 Patent Fees and Royalties. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it will remain the responsibility of CONTRACTOR to assume all costs incident to the use in the performance of the Work or the incorporation in the Work of such invention, design, process, product, or device. Whenever CONTRACTOR is required or desires to use any design, device, material, or process covered by letters, patent, trademark, or copyright, the right for such use must be provided for by suitable legal agreements with the patentee or owner, and a copy of this Agreement must be filed with ENGINEER. However, whether or not such agreement is made or filed as noted, CONTRACTOR and CONTRACTOR's Surety in all cases shall indemnify and hold harmless and defend COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against

all claims, damages, losses, and expenses (including but not limited to charges of engineers, architects, other professionals and attorneys' fees and attorneys' fees on appeal and all costs of defense or appeal) arising out of any infringement of letters, trademark, patent rights, or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

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

6.11 Laws and Regulations.

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

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

6.12 Use of Premises.

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

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

to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting, or otherwise infringing or interfering with the use such adjacent facility or property.

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

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

6.12.5 CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. CONTRACTOR shall not subject any part of the Work or adjacent property to loads that will endanger them.

6.12.6 During the progress of the Work, CONTRACTOR shall maintain the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). CONTRACTOR shall implement a grass mowing schedule for all property within the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). The grass mowing schedule shall ensure that grass and weeds within the Project premises do not exceed ten (10) inches in height.

6.13 Record Documents. CONTRACTOR shall furnish a Record Set/As-Built Drawings to COUNTY through ENGINEER at the completion of all construction included within the Contract showing the as-built conditions. The drawings must be prepared by a Professional Surveyor and Mapper, registered in the State of Florida. Final as-built plan deliverables will include one (1) signed and sealed sets of prints and an electronic copy in pdf format and a copy of the data files compatible with the latest version of AutoCAD software. These documents are to be delivered to the COUNTY at the completion of the work and acceptance of said documents is a requirement for release of the final retainage payment.

CONTRACTOR shall maintain as-built drawings up to date as the construction work progresses. Final as-built plans shall be submitted to COUNTY at the completion of work and at least ten (10) days prior to the Final Acceptance.

The As-Built Drawing information shall be in strict accordance with this specification and the codes and standards of agency jurisdictions included in the Agreement.

Contractor shall submit one (1) electronic copy of the updated as-built plans with each progress payment request. Failure to comply with this requirement will be cause to withhold progress payments. In preparation of As-Built Drawings, the actual elevation and distance must be shown. The drawings must show the exact size, elevation and location of all finish grades, road elevations on cross-sections, changes in surface (asphalt, concrete, and bridge), drainage facilities, complete water management facilities, control structures and other improvements (pavement markings, signs, lighting features, landscape & irrigation, etc.); disclaimers will not be allowed. The designated elevation and distance changed must be crossed through (not removed) and the actual elevation and distance neatly written or typed in.

The record drawings must be maintained by CONTRACTOR to show all changes correctly and accurately from the Contract Documents made during construction and reflect surveyed information. Each sheet must be neat and legible.

Daily records of changes in location of piping and other items must be kept and recorded on the record drawings. CONTRACTOR shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work constructed. No record drawing information will be accepted from subcontractors.

All summary of pay item sheets and all quantity sheets must show the final quantity next to the plan quantity.

The As-Built plans will become the permanent historical record of the construction project. The AS-BUILT plans must be a FULL bid set with all field changes depicted and all plan revisions issued during construction inserted next to the original plan sheet, which must be void stamped or the full plan sheet marked thru with an "X". The intent is for the AS-BUILT Record Set to be a complete set so that future reference will show what was originally intended and what was added, changed, or deleted.

Survey Control Points (Horizontal & Vertical) must be preserved or replaced and reflected in the as-built drawings for the project.

The specific details for the Final Record Set/As-Built Plans are provided in COUNTY Document titled "Final As-Built Plan Requirements," which will be provided to CONTRACTOR at the preconstruction conference.

Payment: Include the cost of performing as-built work as described above in the Contract unit prices for the various items of work that require record drawings. This payment will only be made upon delivery of the items identified above and when they have been found acceptable by COUNTY and other governing bodies having jurisdiction.

6.14 Safety and Protection.

6.14.1 CONTRACTOR will be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to the following: all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated into the Work, whether in storage on or off the site; and other property at the site, adjacent to it, or utilized by CONTRACTOR, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction regardless of whether such other property is indicated in the Contract Documents. CONTRACTOR's duties and responsibilities for the safety and protection of the Work will continue until such time as ENGINEER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

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

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

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

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

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

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

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

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

6.14.9.1 Trench Safety Procedures.

6.14.9.2 Confined Space Entry Procedures.

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

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

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

6.14.9.6 Ensure observation of all applicable speed limits.

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

6.14.9.8 The safety plan must ensure proper use of lasers or other activities involving combustibles;

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

6.14.9.10 CONTRACTOR's safety plan must ensure that all heavy equipment is equipped as required by all applicable OSHA, ANSI, or other regulations.

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

6.15 Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent to it, CONTRACTOR, without special instruction or authorization from ENGINEER or COUNTY, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

6.16 Shop Drawings and Samples.

6.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions, one (1) electronic PDF for use by COUNTY and ENGINEER of all Shop Drawings, which must have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. CONTRACTOR shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in a Shop Drawing submittal to ENGINEER.

6.16.2 CONTRACTOR shall also submit to ENGINEER for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples must have

been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

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

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

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

NO EXCEPTION TAKEN	<input type="checkbox"/>
NO EXCEPTION TAKEN AS NOTED	<input type="checkbox"/>
REVISE AND RESUBMIT	<input type="checkbox"/>
NOT APPROVED	<input type="checkbox"/>

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

ENGINEER OF RECORD's and ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by CONTRACTOR, engineering design provided by CONTRACTOR, CONTRACTOR's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs, the correctness of which will remain the sole responsibility of CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER OF RECORD and ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER OF RECORD or ENGINEER on previous submittals.

6.16.6 ENGINEER OF RECORD's and ENGINEER's review and approval of Shop Drawings or samples will not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has called to ENGINEER OF RECORD's and ENGINEER's attention in writing each such variation at the time of submission and ENGINEER OF RECORD or ENGINEER has given written approval of each such variation by a specific written notation of it incorporated in or accompanying the Shop Drawing or sample approval. The approval by ENGINEER OF RECORD or

ENGINEER will not relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of Section 6.16.3.

6.16.7 Where a Shop Drawing or sample is required by the Specifications, no related Work may commence until the submittal has been returned by ENGINEER OF RECORD or ENGINEER and noted "NO EXCEPTION TAKEN" or "NO EXCEPTION TAKEN AS NOTED".

6.16.8 Shop drawings or sample submissions returned to CONTRACTOR stamped "REVISE AND RESUBMIT" OR "NOT APPROVED", the CONTRACTOR shall bear all costs incurred in connection with ENGINEER OF RECORD's or ENGINEER's follow up review, including ENGINEER OF RECORD's and ENGINEER's charges to COUNTY under the terms of their agreements with COUNTY. COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.16.9 In reviewing Shop Drawings or samples, ENGINEER OF RECORD or ENGINEER will be allowed (thirty) 30 days from the date ENGINEER OF RECORD or ENGINEER receives the submittal or resubmittal from CONTRACTOR to return the submittal in accordance with this Section 6.16, unless otherwise provided in the Contract Documents. ENGINEER OF RECORD's or ENGINEER's review and return of a Shop Drawing or sample within the time allowed will not justify an increase in Contract Price or an extension in Contract Time. Any delay in connection with CONTRACTOR's submittal and any resubmittal of a particular Shop Drawing or sample shall represent delays under the control of CONTRACTOR and will not justify an increase in Contract Price or an extension in Contract Time.

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

6.18 Indemnity.

6.18.1 CONTRACTOR shall indemnify and hold harmless COUNTY, ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, and each of their commissioners, directors, officers, agents, and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Work under the construction contract.

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

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

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

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

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

6.19 Progress of the Work.

6.19.1 The CONTRACTOR shall physically mobilize at the Work site within fourteen (14) days of the Date of Commencement of the Contract Time and substantially complete mobilization activities no later than thirty (30) days from the Date of Commencement of Contract Time. Substantial completion for mobilization is defined as activities that include, at least (1) temporary utility provisions for water, sewer, electrical, telephone, and other utilities in service, and (2) commencement of initial site Work including clearing and grubbing or blasting and removal of existing improvements at the Work site. In the event that the CONTRACTOR fails to mobilize as required in this Section 6.19. COUNTY may withhold additional retainage as provided in Section 6 of the Agreement. COUNTY may not withhold retainage exceeding 5%. However, COUNTY may withhold any amounts that are the subject of a good faith dispute made in writing pursuant to the terms of the Contract or the subject of a claim.

6.19.2 If ENGINEER determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules, CONTRACTOR shall take steps as may be necessary to improve CONTRACTOR's progress, and ENGINEER may require CONTRACTOR to increase CONTRACTOR's Work force, or hours, or days of Work, or the amount of construction plant or all of them, and to submit to ENGINEER for approval such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY.

6.19.3 Failure of CONTRACTOR to comply with the requirements of ENGINEER under this Section 6 will be grounds for determination by ENGINEER that CONTRACTOR is not prosecuting the Work with such diligence as will ensure completion within the time specified. ENGINEER must inform COUNTY who may thereupon withhold any amounts as liquidated damages as provided in the Agreement or suspend the Work or terminate CONTRACTOR's services should CONTRACTOR fail to comply with the contract documents.

6.20 Project Meetings.

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

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

6.20.3 CONTRACTOR's obligation to coordinate the Progress Schedule with all utility contractors, the COUNTY's own forces and others performing work at the Project site will be an item of discussion raised by the CONTRACTOR at each Project meeting. The CONTRACTOR shall discuss scheduling concerns related to the work of each utility contractor, the COUNTY, and others. The CONTRACTOR's schedule of Work activities referenced above and CONTRACTOR's discussion shall identify all reasonable measures taken by the CONTRACTOR to minimize the effect of utility, COUNTY and work by others on the Progress Schedule, including CONTRACTOR's cooperative scheduling of all such work. CONTRACTOR's schedule and CONTRACTOR's discussion must include the advance notification, required by Section 6.43.2.1(3), including dates on which utility, COUNTY and work by others must be coordinated with the CONTRACTOR's Work and operations to avoid delay.

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

6.22 Inspection and Audit.

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

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

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

6.23 Truth-In-Negotiation.

6.23.1 CONTRACTOR warrants that all bid line items are true, complete, and accurate and include all costs, overhead, profit, and all other amounts associated with such items and may be relied upon by COUNTY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all Cost and Pricing Data provided to ENGINEER and COUNTY during the term of the Contract Documents will be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the documentation

supporting the change, to ENGINEER and COUNTY immediately. In its sole and absolute discretion, COUNTY may issue or refuse to issue a Change Order to adjust the Contract Price and Contract Time on account of corrections to inaccurate or incomplete information provided by CONTRACTOR.

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

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

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

6.25 Protection of Historical Properties.

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

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

6.26 Responsibility for Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, CONTRACTOR shall arrange for the actual Work of making the necessary connection to the existing service or utility at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within, but not limited to, this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, and similar items. Connections must be made at a time that will result in the least possible interference with existing services.

6.27 Additional Provisions.

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

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

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

6.28 Inspection and Tests at Source of Supply.

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

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

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

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

6.29 Control by Samples and Tests.

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

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

6.29.3 Methods of sampling and testing Materials must comply with Florida Methods. Otherwise, they must comply with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an

AASHTO, ASTM or other non-Florida Method is designated, but a Florida Method that is similar exists, sampling and testing must comply with the Florida Method.

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

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

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

6.29.7 A card must be attached to each producer's sample, showing the following information: Project designation, intended use of Material, name of producer, source of supply, quantity represented by sample, date sampled and any other information pertinent to the Material or Work. Samples must be placed in a clean package and closed securely.

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

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

6.30 Storage of Materials.

6.30.1 Materials must be stored in a manner to ensure the preservation of their quality and fitness for the Work and must be located to facilitate prompt inspection. More detailed Specifications concerning the storage of specific Materials are prescribed in Division II (Construction Details). Improperly stored Materials may be rejected without testing.

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

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

6.31 Defective Materials. Defective Materials mean: all Materials not conforming to the requirements of the Specifications; segregated Materials, even though previously tested and approved; Materials that are or have been improperly stored; and Materials that are mixed with any unsuitable material. All such

Materials, whether in place or not, will be rejected and, unless otherwise permitted by the ENGINEER, must be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. Previously rejected material, the defects of which have been subsequently corrected, may not be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this Section 6.31, the ENGINEER will have authority to remove and replace defective Material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

6.32 Preservation of Property.

6.32.1 CONTRACTOR shall preserve from damage all existing property within the project limits of or in any way affected by the Work, the removal or destruction of which is not specified in the Plans. This applies to, but is not limited to, public and private property, public and private utilities (except as modified by the provisions of 6.33), trees, shrubs, crops, sod, signs, monuments, fences, guardrail, pipe and underground structures, Intelligent Transportation Systems (ITS) facilities, traffic control signals and devices, highway lighting, and public highways (except natural wear and tear of highway resulting from legitimate use of it by the CONTRACTOR).

COUNTY-owned underground facility locations shown in the Plans are approximate. Unless otherwise shown in the Plans, COUNTY owned underground facilities will not be located by the COUNTY nor through notification to "Sunshine 811". CONTRACTOR shall locate all fiber optic cables and provide a fiber optic cable locator in accordance with Department's Specification Division II Section 633.

Whenever CONTRACTOR's activities damage existing property, CONTRACTOR shall immediately restore it to a condition equal to or better than that existing at the time such damage occurred, at no expense to COUNTY. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices. Permanent repairs to ITS facilities and traffic control signals and devices must be made within 90 days of any temporary repairs and prior to final acceptance of the project. CONTRACTOR shall submit permanent ITS facility repair plans to the ENGINEER prior to beginning repair work.

CONTRACTOR shall protect existing bridges during the entire construction period from damage caused by the Work. CONTRACTOR shall immediately repair, at no expense to the COUNTY, all damage to existing bridges caused by the Work, prior to continuing the Work. COUNTY will not require the CONTRACTOR to provide routine repairs or maintenance for such structures.

CONTRACTOR shall direct special attention to the protection of all geodetic monuments, horizontal or vertical, and Public Land Survey Corners located within the project. If any geodetic monument or Public Land Survey Corner, located within the project, is at risk of being damaged or destroyed, CONTRACTOR shall immediately notify the ENGINEER. CONTRACTOR shall locate and replace any damaged or destroyed geodetic monuments or Public Land Survey Corners under the direction of a Professional Surveyor and Mapper registered in the State of Florida.

Whenever the actions of a third party damage such existing property and is not otherwise due to any fault or activities of CONTRACTOR, CONTRACTOR shall either restore it to a condition equal to or better than that existing at the time such damage occurred or provide access and coordinate with COUNTY in accordance with 6.34 as directed by the ENGINEER. Theft and vandalism are considered damage caused by a third party.

6.32.2 In case of failure on the part of the CONTRACTOR to restore such property, bridge, road, or street, the COUNTY may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road, or street as may be deemed necessary, and the cost of such repair will be deducted from any monies

due or that may become due the CONTRACTOR. . Nothing in this Section 6.32.2 prevents the CONTRACTOR from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the Plans, which is made necessary by alteration of grade or alignment. . The COUNTY will authorize such work, provided that the CONTRACTOR, or CONTRACTOR'S employees, have not , through their own fault, damaged such property.

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

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

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

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

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

6.32.4.3 When protective services to ensure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the Work, the railroad company will provide such services and the COUNTY will reimburse the railroad company for the cost.. CONTRACTOR shall schedule Work that affects railroad operations in a manner to minimize the need for protective services by the railroad company.

6.33 Utilities.

6.33.1 At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners, Work must not be commenced until all necessary arrangements for the protection

of the property have been made. The CONTRACTOR will be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay caused by the CONTRACTOR's operations. Relocations or adjustments requested only on the basis of the CONTRACTOR's proposed use of a particular method of construction or a particular type of Equipment will not be considered as being essential to the construction of the Project if other commonly used methods and Equipment will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of Materials provided by the CONTRACTOR will be the responsibility of and at the expense of the CONTRACTOR. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the Project include, but are not limited to, the following:

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

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

(c) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the Plans or special provisions to be supported by trench safety measures, or the CONTRACTOR elects to sheet such excavation for CONTRACTOR's own convenience.

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

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

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

6.33.4 Contractor will not receive additional monetary compensation for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration, or damages of any nature sustained by CONTRACTOR relating to utilities or appurtenances, or from the operations of relocating and installing utilities.

6.34 CONTRACTOR's Responsibility For Work. Until acceptance of the Work by the COUNTY, the Work will be under the charge and custody of CONTRACTOR. CONTRACTOR shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever., CONTRACTOR shall rebuild, repair, restore, and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before the Work's completion and acceptance, except that in the case of catastrophic damage, COUNTY may or may not , at its sole and absolute discretion, reimburse CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR.

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

6.36 Coordination with other Contractors. . Sequence the Work and dispose of materials so as not to interfere with the operations of other Contractors engaged in adjacent work. Coordinate the Work, including the placement of work zone signs and temporary traffic control devices, in a proper manner, in accordance with the intent of the Contract Documents; and perform the work in the proper sequence in relation to that of other Contractors; all as may be directed by the ENGINEER. Each Contractor is responsible for any damage done by it or its agents to the adjoining work being performed by another Contractor.

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

6.38 Fire Hydrants. Fire hydrants on or adjacent to the highway must be kept accessible to fire apparatus at all times. Materials or obstructions must not be placed within fifteen feet (15') of any such hydrant.

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

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

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

The CONTRACTOR shall make every effort to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

When the CONTRACTOR's operations are discontinued as provided in this Section 6.41, such operations must not resume until so directed by the ENGINEER.

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

6.42 Contractor's Vacation.

6.42.1 The CONTRACTOR will be allowed to suspend operations, except as provided in Section 6.42.6, for a total period not to exceed 13 days annually (365 calendar day period(s), beginning with Date of Commencement of the Contract Time in order to provide vacation time for CONTRACTOR's employees.

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

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

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

6.42.5 Contract Time will be charged during the period of any approved vacation days, and granted by subsequent Change Order.

6.42.6 CONTRACTOR is not permitted to suspend operations for vacation periods when the CONTRACTOR has failed to achieve Substantial Completion in accordance with the Contract Documents.

6.43 Computation of Contract Time.

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

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

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

(2) The CONTRACTOR must make major repairs to Work damaged by weather, provided the damage was not attributable to a failure to perform or neglect by the CONTRACTOR.

6.43.2.1 Job progress effected by utility relocation or Work adjustments (temporary and permanent) will be considered as the basis for granting a time extension only if all the following criteria are met:

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

(2) Utility Work actually affected progress toward completion of Controlling Work Items.

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

(4) Such delays exceed thirty (30) calendar days impact to Controlling Work Items.

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

6.44 Rights To Use Materials Found On the Work Site.

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

6.44.2 CONTRACTOR shall take ownership of and dispose of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and that are not specifically designated in the Plans to be reset or to be removed by others prior to the construction operations.

6.45 Final Cleaning Up of Right-of-Way. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall: remove from the COUNTY's right-of-way and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work; and leave all waterways and drainage facilities unobstructed and the roadway in a neat and presentable condition throughout the entire length of the Work.

6.46 Maintenance of Traffic.

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

6.46.2 Project specific Maintenance of Traffic requirements may be set forth in the Contract Documents. If provided, the CONTRACTOR may choose to implement by requesting approval in writing to the ENGINEER. If Project specific Maintenance of Traffic requirements are set forth in the Contract Documents, The CONTRACTOR must propose a Traffic Control Plan (TCP). The CONTRACTOR'S Engineer of Record must sign and seal the TCP plan and submit to the Engineer. The CONTRACTOR must prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual and indicate in the plan a TCP for each phase of activities.

6.46.3 Maintenance of Traffic requirements other than specified in 6.46.2 must comply with Section 102 of the current version of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, Division II Construction Details.

6.47 Pollution, Vibration and Noise Controls.

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

6.47.2. Noise Control must comply with federal, state, and COUNTY regulations. The CONTRACTOR shall comply with all COUNTY Ordinances and regulations dealing with noise abatement.

6.47.3 Vibration Control must comply with federal, state, and COUNTY regulations. It is the CONTRACTOR's sole responsibility to prevent damage from vibration to adjacent structures and property.

6.47.4 Air Pollution Control must comply with federal, state, and COUNTY regulations.

6.48 Dust and Waste Control.

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

6.48.2 Solid and Hazardous Waste Control must comply with federal, state, and COUNTY regulations. The CONTRACTOR is solely responsible for the disposal of any hazardous waste that is generated by the CONTRACTOR's operation.

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

Air Pollution.

- (a) Dust
 - (i) Cover loads of materials, debris, and soil transported to and from construction sites.
 - (ii) As necessary, provide street sweeps and water downs on streets which have heavy volumes of construction vehicles carrying debris and excavated materials.
 - (iii) As needed, wash trucks that haul soil from the site.
 - (iv) Water down construction sites as needed to suppress dust, during handling of excavated soil or debris, or during demolition.
- (b) Remove scrap and waste material and dispose of it in accordance with laws, codes, regulations, ordinances, and permits.
- (c) Use construction equipment that has been designed and equipped to prevent or control air pollution in conformance with the regulations of the United States Environmental Protection Agency, and state and local authorities.

Solid and Hazardous Waste.

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

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

6.49 Temporary Facilities.

6.49.1 CONTRACTOR'S are responsible for temporary facilities and utilities that the CONTRACTOR may require during construction. Facility locations must be on or near the project site, away from public observation if possible.

6.49.2 Temporary facilities, when required, may include, but are not limited to, the following:

- (a) Telephone Service (mobile or land line)
- (b) Storage sheds
- (c) Temporary water service
- (d) Temporary sanitary service
- (e) Temporary lighting and electrical service
- (f) Temporary fire protection
- (g) Temporary office trailers, including temporary utilities
- (h) Safety and Visitor Protection
- (i) Wifi Internet Service

6.49.2.2 Provide and install temporary water service for use throughout construction period for all purposes, including construction, testing, temporary sanitary facilities, cleaning, and drinking. Maintain adequate volume of water for all purposes.

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

6.49.2.3 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable codes and standards.
- (b) Enforce sanitary practices.
- (c) Prevent abuse of services.
- (d) Prevent wasteful use of water.

6.49.2.4 CONTRACTOR shall pay costs for temporary water supply used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

6.49.2.5 Requirements of Regulatory Agencies.

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

6.49.3 Temporary Electricity and Lighting. CONTRACTOR shall install and maintain adequate temporary lighting and electric power service for construction needs throughout construction period. **ALL TEMPORARY ELECTRICAL FACILITIES MUST MEET THE REQUIREMENTS OF ALL PERTINENT BUILDING CODES.**

6.49.3.1 Maintain strict supervision of use of temporary services.

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

6.49.3.2 CONTRACTOR shall pay costs of installation, maintenance, and removal of temporary electrical services used.

6.49.3.3 Requirements of Regulatory Agencies.

- (a) CONTRACTOR shall obtain and pay for all permits as required by governing authorities.
- (b) Comply with applicable codes including but not limited to:
 - (i) National Electrical Code.
 - (ii) National Electrical Safety Code.
 - (iii) National Fire Protection Association Pamphlet.
 - (iv) Federal, state and local codes and utility company regulations.

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

6.49.4 Temporary Sanitary Facilities.

6.49.4.1 CONTRACTOR shall be responsible for all costs to provide, install, and maintain enclosed temporary sanitary facilities for use throughout the construction period, and removal upon Final Completion.

6.49.4.2 CONTRACTOR shall submit a plan of intended employee parking areas prior to mobilizing on site. CONTRACTOR shall maintain, service and clean the areas.

6.49.5 Contractor Field Offices. If the CONTRACTOR is going to move a field office to the Project site, the CONTRACTOR'S field office must be located in an area approved by the COUNTY. CONTRACTOR is responsible for all associated costs.

6.49.5.1 CONTRACTOR will be responsible for costs of installing the utilities from the points of connection, maintenance, and removal of all materials for all temporary utilities. Additionally, the CONTRACTOR will be responsible for maintenance and removal of parking areas around the CONTRACTOR'S office trailers. These responsibilities include removing litter and debris, and controlling weeds.

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

6.49.6 Engineer Field Office. The CONTRACTOR shall provide, at CONTRACTOR's expense, a field office for the exclusive use of the ENGINEER. This field office must be located within the right-of-way or in a close proximity of the Work areas and must be provided subject to the provisions stated below. The CONTRACTOR shall confer with the ENGINEER prior to establishing the field office and obtain approval as to location, materials, layout, and required details and facilities. The occupation duration will be based on a fully functional move in ready office available within (7) calendar days following the project's Notice to Proceed (NTP) thru thirty (30) calendar days following the County's Final Acceptance of the project. This field office must consist, in general, of the following features:

6.49.6.1 Have a total of not less than one thousand (1000) square feet of floor space, exclusive of utility room and toilet room.

6.49.6.2 Consist of a trailer (or two (2) attached trailers), new or existing building (commercial or residential). The CONTRACTOR shall perform whatever work necessary to comply with the requirements of this Section 6.49.

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

6.49.7.4 All fully enclosed offices, laboratory, utility room, and toilet room must be equipped with inside doors.

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

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

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

6.49.6.8 Be equipped with window screens, and be dust and wind-tight.

6.49.6.9 Be outfitted with at least the following furnishings.

- (a) 3 (3'x5') office desks with chairs
- (b) 2 (3'x5') plan layout table; sturdily constructed
- (c) 12 straight back chairs
- (d) 1 four drawer steel filing cabinet, legal and lockable
- (e) 2 bookcases with a minimum three shelves each
- (f) 2 (3'x6') conference tables
- (g) Wifi connectivity

The ENGINEER'S field office must be provided with portable electrical heating units, control, air conditioning capable of maintaining an indoor temperature of 68 degrees when the outside temperature is 95 degrees in the shade, illumination, conveniently located 110V outlets, inside sanitary and disposal facilities (including a lavatory or washbasin and toilet), hot and cold water supply, drinking water supply.. The toilet must be connected to a sanitary sewer system or to a septic system provided, installed, and

maintained by the CONTRACTOR. The field office must be kept in good repair and serviceable against weather conditions for the duration of the Agreement. Weekly janitorial service and maintenance service must be provided throughout the Contract Period. The CONTRACTOR shall pay all utility bills. The CONTRACTOR shall provide and maintain parking facilities for the accommodation of a minimum of five (5) vehicles at a convenient location adjacent to the field office. This area must be graded, prepared for drainage, and surfaced with crushed stone or other acceptable material, including a driveway connecting it to the nearest paved road. In the event the ENGINEER's field office or appurtenant facilities are damaged or destroyed during the term of the Agreement, the CONTRACTOR shall repair or replace the same to its original condition at CONTRACTOR's expense. The CONTRACTOR will be responsible for obtaining all necessary permits for the construction of the building and utilities and shall otherwise comply with the codes and regulations of local, City, and County agencies, and public and private utilities and shall pay all connection fees. Upon satisfactory completion and acceptance of all Work under this Agreement, the field office and all facilities and furnishings provided with them by the CONTRACTOR will remain the property of the CONTRACTOR and must be removed by the CONTRACTOR from the site of the Project. Any furnishings or items that may be provided personally by the ENGINEER will remain the property of the ENGINEER. No separate payment will be made for furnishing, maintaining, servicing, and ultimately removing the field office. Sanitary facilities and all costs in connection with them will be considered incidental to the Agreement and fully covered in the price paid for the various items of Work set out in the Agreement.

6.50 Video and Photographs.

6.50.1 CONTRACTOR shall provide the COUNTY with a video record of the existing conditions prior to construction. Provide video files in a digital format approved by the COUNTY. The following features must be shown in a clear manner, including but not limited to the following:

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

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

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

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

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

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

SECTION 7 - WORK BY OTHERS

7.1 Related Work At Site.

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

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

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

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

7.2 Mutual Duties and Responsibilities.

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

7.2.2 If any separate contractor or owner cause damage to the Work or property of CONTRACTOR, or if the performance of work by any separate contractor or owner at or contiguous to the site gives rise to any other claim by CONTRACTOR, then CONTRACTOR shall promptly attempt to settle with such separate

contractor or owner by agreement, or otherwise address the dispute by litigation. CONTRACTOR shall not institute any action, legal or equitable, against COUNTY, ENGINEER, ENGINEER OF RECORD, or their consultants, directors, officers, agents, and employees or permit any action against them to be maintained and continued in CONTRACTOR's name or for its benefit in any court or before any arbiter that seeks to impose liability or recover damages from COUNTY, ENGINEER, ENGINEER OF RECORD or their consultants, directors, officers, agents, or employees on account of such separate contractor or owner.

7.2.3 In the event that COUNTY incurs costs contrary to the provisions of this Section 7.2, COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.3 Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension in Contract Time. If COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time, if so granted, will be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, ENGINEER, and ENGINEER OF RECORD, and their consultants, agents and employees for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site. In no event will CONTRACTOR have a monetary claim against COUNTY, ENGINEER or ENGINEER OF RECORD.

7.4 Contract Time Coordination.

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

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

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

SECTION 8 - COUNTY'S RESPONSIBILITIES

8.1 General.

8.1.1 COUNTY shall generally issue all communications to CONTRACTOR through ENGINEER. However, communications related to "Contract Claims" of Section 220.11, Seminole County Code, or successor provisions, will be issued by the COUNTY's Purchasing Manager.

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

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

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

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

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

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

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

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

9.2 Visits to Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.4.19 Project Manager is specifically not authorized to, and cannot do any of the following: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or

Equipment; (2) exceed the limitations of Project Manager's authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on, or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests, unless qualified by an appropriate certifying agency.

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

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

9.5.2 Field Representatives will advise Project Manager and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if they observe that a submittals has not been reviewed by ENGINEER OF RECORD.

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

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

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

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

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

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

9.5.9 Field Representatives will assist Project Manager with record keeping as directed by Project Manager.

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

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

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

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

9.6 Clarifications and Interpretations. ENGINEER will promptly issue written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, or requested by COUNTY or CONTRACTOR to clarify the overall intent of the Contract Documents.

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

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

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

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

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

9.11.1 Neither ENGINEER or ENGINEER OF RECORD's authority to act under this Section 9.11 or elsewhere in the Contract Documents, nor any decision or determination made by ENGINEER or ENGINEER OF RECORD in good faith to exercise or not to exercise such authority will give rise to any duty or responsibility of ENGINEER or ENGINEER OF RECORD to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any Surety for any of them.

9.11.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review, or judgment of ENGINEER or ENGINEER OF RECORD as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to ENGINEER or ENGINEER OF RECORD any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Section 9.11.

9.11.3 ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's means, schedules, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, and ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's failure to perform or provide the Work in accordance with the Contract Documents.

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

SECTION 10. CHANGES IN THE WORK

10.1 Changes in the Work.

10.1.1 Without invalidating the Agreement and without notice to any Surety, COUNTY may by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions, or other revisions in the Work. Upon execution of the Change Order, CONTRACTOR shall promptly proceed or continue with the Work involved. If a change under this Section 10 causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, COUNTY will make an adjustment as provided in Section 11.

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

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

10.1.4 In making changes under this Section 10, COUNTY may give consideration to a notice, proposal, or Contract Claim from CONTRACTOR, provided the notice, proposal, or Contract Claim is presented in accordance with the requirements of this Section 10. CONTRACTOR shall provide COUNTY or ENGINEER any additional or supplemental information requested for purposes of evaluation of CONTRACTOR's submittal, but such requests by the COUNTY or ENGINEER will not constitute acceptance of the notice, proposal or Contract Claim.

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

10.2 Change Orders and Change Requests.

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

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

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

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

10.3 Waivers.

10.3.1 No Contract Claim by CONTRACTOR for an adjustment under these Contract Documents will be allowed for any costs, disruption, suspension, interference, inefficiency, constructive acceleration, or delay.

No Contract Claim by CONTRACTOR for an adjustment of time under this Section 10 will be allowed if made after the date of Final Completion.

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

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

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

SECTION 11 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

11.1 Changes in Contract Price or Contract Time. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for the Work. All duties, responsibilities, risks of every nature, and obligations assigned or undertaken by CONTRACTOR will be at CONTRACTOR's sole expense without change in the Contract Price or Contract Time except as set out in this Section 11.

11.2 Change Requests or Contract Claims Substantiating Adjustments.

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

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

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

11.2.4 Failure of CONTRACTOR to comply with the the provisions of Section 10 and this Section for time requirements, for written notice, or for submittal of supporting data will be considered a waiver by CONTRACTOR of any Contract Claim for an addition to the Contract Price or an adjustment to the Contract Time.

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

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

11.2.7 Contract Claims for an adjustment in Contract Price or Contract Time will not be valid unless submitted in accordance with Section 10 and this Section 11.

11.2.8 Contract Claims will be resolved under Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions.

11.3 Methods for Determining Adjustments in Contract Price.

11.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered, negotiated pursuant to these General Conditions, or a Contract Claim, collectively to be referred to as the “Work involved,” are limited to the following:

11.3.2 Where the Work involved is covered or is of the same character as Unit Price Work (whether the Work involved is within the Project limits or not), by application of those Unit Prices to the quantities of the items involved (subject to the provisions covering Unit Price Work). No additional allowances or charges may be added to these Unit Prices.

11.3.3 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section 11.

11.3.4 By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR’s itemized estimate of the anticipated cost of the Work involved, determined as specified in this Section 11.

11.3.5 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, COUNTY may direct CONTRACTOR to proceed with the Work involved based on actual costs in accordance with this Section. When the cost of the Work basis is directed by COUNTY, COUNTY shall prescribe the required procedures for accounting of the allowed costs. These procedures include daily accounting of the Material and Equipment used and labor employed. Failure to submit this information for acknowledgement by the ENGINEER within one day after any part of the Work is performed will result in any discrepancy between ENGINEER’s records and CONTRACTOR’s records being resolved in favor of the ENGINEER’s records.

11.3.6 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, and COUNTY does not wish to proceed on a Cost of the Work basis as described in Section 11.3.5, COUNTY, with the advice of ENGINEER shall determine a reasonable adjustment of the Contract Price for the Work involved on the basis as described in Section 10 and this Section. The adjustment in Contract Price and Contract Time will be issued by unilateral Change Order and CONTRACTOR will be paid on that basis. COUNTY’s determination will be final and binding unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) calendar days of receipt of such unilateral Change Order.

11.3.7 Where the Work involved is not covered by any of the preceding methods, and when payment is to be determined under the COUNTY’s Contract Claims procedures or by a court of competent jurisdiction, it is agreed that the actual cost of the Work method will be the appropriate method for determining the cost of the Work involved. Payroll, Equipment, Material and other costs will only be allowable when determined from daily time sheets which expressly correlate to the Work involved, were prepared while Work was in progress, clearly list actual units and usage, and were submitted to ENGINEER as the Work was performed. Costs, including but not limited to, office overhead and home office overhead of CONTRACTOR or subcontractors of every tier, shall not be derived from the computation of any formula based methodology.

11.3.8 Anticipated or actual costs computed for the Work involved means the sum of all incremental costs that would be, or actually were, necessarily incurred by CONTRACTOR in the proper performance of the Work. Those costs must be in amounts no higher than those prevailing in the locality of the Project or as allowed elsewhere in these Contract Documents, and must include only the appropriate items for labor, Material, Equipment, and supplemental costs specified below.

11.4 Determining Cost Adjustments to Changes in Contract Price.

11.4.1 CONTRACTOR shall provide to ENGINEER proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Section 11.

11.4.2.1 Changes in the Contract Price made on the basis of the methods described in Section 11.3 must be based upon the following: Payroll costs for labor in the direct employ of CONTRACTOR assigned to the site and engaged in furnishing and incorporating Materials or Equipment in the Work involved. Payroll costs must include wages plus the necessary labor burdens, which may include social security, unemployment, Workers compensation, health and retirement benefits, vacation and Holiday pay, and other payments pursuant to union agreements but must exclude profit sharing, bonuses, and similar remunerations. Labor charges will be allowed only for hourly labor directly involved in the Work. Such personnel may include Working foreman at the site. The cost of all salaried employees will be considered as a part of allowances allowed in this Section 11. Labor rates will be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by union agreements or by mutual agreement between COUNTY and CONTRACTOR. The expenses of performing Work outside of normal Working hours, on weekends or Holidays, will be included in the above to the extent authorized by COUNTY as set out in the Contract Documents.

11.4.2.2 Payments by CONTRACTOR to Suppliers for all Material and Equipment in the Work involved, including transportation and storage costs, and necessary Suppliers field services. All trade discounts, rebates and refunds and all returns from sale of surplus items will accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. When required by COUNTY, CONTRACTOR shall obtain competitive bids from Suppliers in order to achieve a reasonable price. When determining Material and Equipment costs, actual invoices segregating items associated with Work involved will be the record upon which actual costs will be based.

11.4.2.3 When required by COUNTY, CONTRACTOR shall obtain competitive detailed bids from Subcontractors in order to achieve a reasonable price. When determining Subcontractor costs at any tier, the Subcontractor's Cost will be determined in the same manner as CONTRACTOR's costs. All Subcontracts will be subject to the provisions of this Section 11 insofar as applicable.

11.4.2.4 Costs of field supplies consumed in the performance of the Work involved, and purchase costs of small tools used or consumed in the performance of the Work involved, which are individually valued at less than \$1,000.00. Consumable include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and Equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. Costs of field supplies will be paid as a percentage of direct labor cost in an amount that does not exceed the allowance shown in this Section 11.

11.4.2.5 Equipment costs required solely in connection with the Work involved reflecting rented , leased, or owned Equipment whose replacement value is in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal costs may be included if Equipment was transported to the site to perform the Work. All Equipment costs must cease when the Equipment is no longer necessary to perform the Work involved. Payroll costs for Equipment operators, if provided, must be consistent with Section 11.4.2.1 Equipment costs must be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

11.4.2.6 Rented or owned Equipment at the site, and not in actual use, will be paid at the rates for rented Equipment, or on the basis of fifty percent (50%) of the rates for owned Equipment, , as in Section 11.6. In no event may the idle time claimed in a day exceed the established normal Working hours. Payments for idle Equipment will come due only as long as the Equipment was idled solely by actions of COUNTY, and provided that the idle period exceeds that normally experienced for such Equipment.

11.4.2.7 Except as provided below, for Equipment rented or leased, CONTRACTOR will be entitled to amounts based on negotiated rental or lease rates, but in no event may the amounts allowed exceed an hourly rate based on the monthly rates, listed in the most current and most appropriate Rental Rate Blue Book (Blue Book) published by Dataquest, Inc. for the area where the Project is located . Rates for Equipment not included in the Blue Book will be negotiated from the information contained in the Blue Book. In addition to the rental or leasing rate, operating costs must not exceed the estimated hourly operation rate in the Blue Book. For multiple shift Work, the allowable Equipment rate for second or third shifts must not exceed fifty percent (50%) of the adjusted base rate.

11.4.2.8 For Equipment rented or leased from lessor firms associated with or owned by CONTRACTOR, CONTRACTOR will be entitled to reimbursement as though the Equipment was owned Equipment, as specified in Section 11.6.

11.4.2.9 For Equipment owned by CONTRACTOR, CONTRACTOR will be entitled to costs based on billings established by CONTRACTOR's normal accounting practices, but in no event may those costs exceed the maximum allowable costs for rented or leased Equipment.

11.4.2.10 For deposits which were lost because of circumstances beyond the control of CONTRACTOR, or any of its Subcontractors related solely to the Work involved.

11.4.2.11 For increased costs of premiums for Bonds and Insurance resulting solely because of the Work involved.

11.5 Costs Covered by CONTRACTOR's Allowances.

11.5.1 Except as otherwise specifically provided in Section 11.9, the cost of the Work involved must not include any of the following costs, all of which are considered to be covered by CONTRACTOR's Allowances:

11.5.2 Payroll costs and other compensation of personnel employed by CONTRACTOR, whether at the site or in CONTRACTOR's office for management or administration of the Work, including, but not limited to: (a) CONTRACTOR's officers, executives, principals, general managers, , Project Managers, estimators, schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, and expeditors; and (b) resident superintendents, nonworking foremen, field engineers and architects, safety personnel, timekeepers, and clerks.

11.5.3 Expenses of CONTRACTOR's office of any nature; except as authorized in writing by COUNTY prior to proceeding with the Work involved.

11.5.4 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work involved and charges for delinquent payments.

11.5.5 Costs due to the fault or negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to deposits to be lost, costs to correct Defective Work, disposal of Materials or Equipment wrongly supplied and making good any damage to property.

11.5.6 Market value of small tools used but not consumed which remain in the property of CONTRACTOR.

11.5.7 Costs associated with the preparation of Change Orders (whether or not ultimately authorized by COUNTY), or the preparation or filing of Contract Claims or other claims of any nature.

11.5.8 Expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings.

11.5.9 Costs derived from the computation of a “home office overhead” rate by total cost, or other similar formula based methods.

11.5.10 Costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a Contract Claim, dispute, or other matter relating to the acceptability of the Work.

11.5.11 Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in Section 11.

11.6 CONTRACTOR Allowances for Changes to the Work. The percentages for allowances are specific as to each identified cost element and are not layered or cumulative in effect. No other allowances in addition to these will be allowed.

Cost Element	Allowance for Additions	Allowances for Deletions
CONTRACTOR labor per Section 11.4.2.1.	15%	(7.5)%
CONTRACTOR Equipment and Materials per Section 11.4.2.2. and Section 11.4.2.5.	15%	(7.5)%
Subcontractor costs including labor, equipment and materials resulting from direct Subagreement with CONTRACTOR per Section 11.4.2.3.	5%	(2.5)%
Allowance for small tools and consumables per Section 11.4.2.4. (percentage of direct labor)	2%	0%

11.7 Unit Price Work.

11.7.1 Agreements including Unit Price Work, the Agreement Price stated will be calculated as an amount equal to the sum of the item’s Unit Price times the estimated quantity of each item. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

11.7.2 After becoming aware of the following and before proceeding with any significant quantities of affected Work, CONTRACTOR shall promptly notify COUNTY in writing of any additional or reduced quantities for an item of Unit Price Work which will require a twenty percent (20%) or higher adjustment in the as-awarded quantity for that item or an increase in Contract Price greater than five percent (5%).

11.7.3 COUNTY reserves the right to notify CONTRACTOR in writing of any variation in quantities meeting the criteria established in this Section.

11.7.4 Prior to Final Payment, an appropriate Change Order will be issued on the recommendation of ENGINEER, to adjust the estimated quantities for Unit Price Work and to correspondingly adjust the Contract Price.

11.7.5 If COUNTY determines that the additional or reduced quantities for an item of Unit Price Work justify an adjustment in the Unit Price, COUNTY shall authorize such an adjustment. No adjustment will be provided under this Section unless the variation between actual and estimated quantities for all Unit Price Work result in an increase or decrease in Contract Price by more than ten percent (10%). If COUNTY determines that the Unit Prices established in the Contract Documents are valid even for the additional or lower quantities, that decision will be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) calendar days from receipt of such decision.

11.7.6 Concerning-evaluating Unit Prices contained in the Contract Documents, CONTRACTOR and COUNTY shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

11.8 Allowances. It is understood that when allowances are identified in the Contract Documents, CONTRACTOR has included in the Contract Price all allowances so named. CONTRACTOR's Work shall be within the limit of the allowances set forth in the Contract Documents. Upon Final Payment, the Contract Price will be adjusted as required and an appropriate Change Order will be issued. CONTRACTOR agrees that the original Contract Price includes such sums as the CONTRACTOR deems proper for costs and profit on account of allowances. No demand for additional cost or profit in connection with such matters will be valid.

11.9 Criteria for Determining Adjustments in Contract Time.

11.9.1 The criteria to be used to determine an adjustment in Contract Time necessitated by changes ordered or negotiated pursuant to these General Conditions or a Contract Claim are limited to the following:

11.9.2 For an extension in Contract Time, CONTRACTOR must demonstrate through an analysis of the Progress Schedule that the increases in the time to complete the Work, beyond the corresponding Contract Times arise from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, Subcontractors, or Suppliers, and that such causes in fact lead to a delay in performance or completion of the Work, beyond the corresponding Contract Time. An adjustment in Contract Time will be based solely upon net increases in the time required for the performance or completion of the Work at the time that the incident which causes the change occurs. However, even if the time required for the performance or completion of Controlling Work Items of the Work is extended, an extension in Contract Time will not be granted until performance or completion of the Controlling Work Items necessarily extends beyond the Contract Time in question despite CONTRACTOR's reasonable and diligent actions to guard against those effects. Examples of unforeseeable causes include: (1) acts of God or of the public enemy; (2) acts of COUNTY or ENGINEER in its sovereign or contractual capacity; (3) acts of the

Government or another Public Entity in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the COUNTY; (5) fires, floods, epidemics, quarantine restrictions, pandemics; (6) sink holes, archaeological finds; (7) strikes, freight embargoes; (8) unusually severe weather; (9) a case of differing physical conditions; and (10) unusually severe shortages of construction Materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster that affect all feasible sources of supply.

11.9.3 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time will be the sole remedy of CONTRACTOR for any delay of any kind. The COUNTY's exercise of any of its rights under Section 10 and this Section 11 regardless of the extent or number of the changes, or the COUNTY's exercise of its remedies of stopping the Work or requiring correction or re-execution of any defective Work will not under any circumstances be construed as active or intentional interference with the CONTRACTOR's performance of the Work.

11.10 Waivers. The CONTRACTOR expressly waives recovery of the following: (1) acceleration costs incurred as an alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time or an adjustment in Contract Price; (2) escalation costs for any part of the Work; and (3) any Contract Claim for an addition to the Contract Price when the CONTRACTOR fails to comply with the time requirements for notice or submittal of supporting data under these Contract Documents.

SECTION 12 – SCHEDULES AND SUBMITTALS

12.1 Project Schedule Definitions:

- a) Work Items are the significant activities of the Project. There is no one “right way” to define Work Items for a given project, but all significant project activities must be identified in sufficient detail to track progress towards project completion.
- b) Start Date and Finish Date are the dates a Work Item will begin and will be completed.
- c) Duration is the length of time it takes for a Work Item to be completed, from Start Date to Finish Date.
- d) Sequence is the order in which the Work Items must be completed. This includes Work Items that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- e) Critical Path is the sequence of those Work Items whose durations determine the length of time needed to complete the entire project from start to finish.
- f) Controlling Work Items are those Work Items on the Critical Path.
- g) Float Time is the time a Work Item not on the Critical Path could be delayed without affecting the Critical Path.

12.1.1 CONTRACTOR shall prepare and submit for ENGINEER’s review a time scaled diagram Project Schedule. The Project Schedule must show the sequence in which CONTRACTOR proposes to accomplish the Work Items (including procurement of Materials and Equipment) and shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work Item. The Project Schedule must show all Work Items to be completed and the duration of the Critical Path leading to each substantial and final completion requirement. The duration of the Project Schedule’s Critical Path must comply with the Contract Time and must meet the Contract Agreement’s substantial and final completion requirements. The float time for each Work Item not on the critical path must be depicted. At a minimum, a schedule diagram must be submitted that is neatly lettered and legibly drawn to a time scale. The Project Schedule breakdown must be by divisions of Work subdivided into areas or facilities in sufficient detail so that ENGINEER may readily evaluate CONTRACTOR's progress at any given time during the project and must be arranged and itemized so ENGINEER can evaluate CONTRACTOR'S requests for progress payments.

12.1.1.1 CONTRACTOR shall include in the Project Schedule Work Items clearly showing CONTRACTOR’s coordination of all utility work at, or adjacent to, the Project site. These Work Items apply to all utility work at the site, including all connections to existing utilities, removal, re-locations and adjustments (temporary and permanent) regardless of whether the work is performed by CONTRACTOR, the COUNTY’s own forces, or by others. The CONTRACTOR shall assign reasonable and realistic start and finish dates to utility relocation work items and must include a mandatory 30 days minimum float time. The 30 days of float time for utility relocations must be clearly depicted on the Project Schedule. The COUNTY will not consider any Contract Time extensions related to utility coordination matters unless the utility related delays exceed the thirty (30) calendar days float time and extend the Critical Path of the Project Schedule.

12.1.2 Shop Drawing Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review, a schedule of Shop Drawing and sample submissions. This schedule must consist of the following: a list of the submittals to be made over the course of the Project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the Project. The schedule must allow for review and processing time by ENGINEER OF RECORD and ENGINEER.

12.1.3 Manpower/Cash Flow Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review with the Project Schedule, manpower charts and cash flow Projections contemplated or required by

the schedule in a form acceptable to ENGINEER. Updated plan and actual expended manpower charts and cash flow Projections must be submitted with each monthly or interim Project Schedule submission.

12.1.4 Submittal. CONTRACTOR shall submit to the ENGINEER for ENGINEER's acceptance the initial Project Schedule within thirty (30) calendar days of the Notice To Proceed date.

12.1.4.1 CONTRACTOR shall enter on the Project Schedules the actual progress on a monthly basis, or at such intervals as requested by ENGINEER, and shall deliver to ENGINEER updated schedule documentation.

12.1.4.2 Updated Project Schedules must be submitted with each Application for Payment. An Application for Payment will not be paid until the schedule submittal, including cash flow projections, and any requested corrections or clarifications have been accepted by ENGINEER for inclusion into the Application for Payment. If additional updated schedules are requested by ENGINEER, they are to be provided within seven days of the date of request, but do not constitute permission to submit additional Applications for Payment.

12.1.5 Review of Schedule Submittals.

12.1.5.1 ENGINEER shall review schedule submittals. If, in the opinion of ENGINEER, the schedule (1) does not accurately reflect CONTRACTOR's actual progress or Work plan, or (2) is unreasonable or cannot be used to effectively evaluate CONTRACTOR's progress, or (3) is not in compliance with this Section 12 and other appropriate sections of the Contract Documents, then the schedule will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit the schedule or shall respond in detail to ENGINEER's comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by ENGINEER will constitute reason to withhold approval of any Application for Payment.

12.1.5.2 ENGINEER's review of schedule submittals will not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called COUNTY's attention to each such variation at the time of submission and COUNTY has given written approval of each such variation, nor shall any approval by COUNTY or ENGINEER relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents.

12.1.5.3 The Contract Time establishes the period and duration in which COUNTY expects the Work to be performed. Any schedule that shows completion ahead of the Contract Time must include additional supporting data to explain the basis of the shorter time for performance. Submission by CONTRACTOR of any schedule indicating completion ahead of schedule will not constitute an adjustment in Contract Time, but CONTRACTOR may complete the Work ahead of the Contract Time and close out the Work as provided in the Contract Documents. . In any case, COUNTY will not be responsible for any costs, actual or anticipated, resulting from any delay to CONTRACTOR that prevents completion of any part or all of the Work unless it prevents completion by the Contract Times nor will the COUNTY be obligated to incur any additional costs for administration or inspection of the CONTRACTOR's voluntary accelerated Work. No Contract Claims for Contract Time or Contract Price will be compensated to the CONTRACTOR for County delay, disruption, interference, inefficiency, constructive acceleration, or other time impacts prior to the original Contract Time(s) for completion of the Work.

12.1.5.6 It is understood that revisions in the schedule are inherent in the nature of construction especially when the Work involves Underground Facilities and utilities. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the Work. Actions by COUNTY,

ENGINEER or ENGINEER OF RECORD that may affect the progress of any part or all of the Work must make use of the flexibility in the Project Schedule, often expressed as schedule float or slack time, and that which may result from changes in the sequencing of individual Work items, to limit the impact of such actions. The flexibility in the Project Schedule must not be limited by the inclusion of restraints, logic, or imposed dates into the schedule that cannot be reasonably justified. Float or slack time is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any of the activities on the Project Schedule. Positive float or slack time is for the exclusive use or benefit of COUNTY. Positive float or slack time is owned and belongs to the COUNTY and must be used in the best interest of the public to ensure timely completion of the Work. Therefore, any float or slack time must be used to the maximum extent possible to offset: (1) unexpected delays which occur in connection with the Work; (2) acts of God; and (3) change actions initiated by the COUNTY including, but not limited to, unilateral Change Orders and acceleration orders.

12.1.7 After Substantial Completion, but prior to Final Payment, CONTRACTOR shall submit an as-built schedule. The schedule must reflect (1) all as-built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate Work days during which Work was performed on each activity, and (4) the actual number of man-days that were required to complete each activity.

12.1.8 It is expressly agreed that CONTRACTOR will not be entitled to damages for any type of delay whatsoever under any circumstances and the CONTRACTOR expressly waives any increase in Contract Price or damages of any type on account of any impacts to the Project Schedule including, but not limited to, Contract Claims for delay, lost productivity, disruption, suspension, interference, inefficiency, construction acceleration, or rescheduling. It is further expressly agreed that the exclusive remedy for time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency, construction acceleration, rescheduling, or requiring CONTRACTOR to prosecute the Work in a different sequence or sequences, will consist of Contract Time extensions under the terms of the Contract Documents and will exclude the CONTRACTOR's right to recover any time impact monetary damages of any nature from COUNTY. This no damages for delay clause applies to all damages or claims that may arise because of delay or acceleration of any nature experienced by CONTRACTOR, no matter how caused, because of acts or omissions of the COUNTY, the presence and operations of the COUNTY performing work with its forces, the work of utility contractors, utility providers, or the work of others at the Project site. COUNTY assumes no direct or indirect liability for any losses and expenses incurred by CONTRACTOR.

12.1.9 Delays of Subcontractors, suppliers, materialmen, or others selected by CONTRACTOR or CONTRACTOR's Subcontractors, , without regard to the tier or privity of contract between the CONTRACTOR and CONTRACTOR's Subcontractors, will not be excusable to the CONTRACTOR and shall not be the basis of a Contract Claim for Contract Time or Contract Price by CONTRACTOR.

SECTION 13 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective Work or materials, whether or not in place, may be rejected, corrected or accepted as provided in this Section 13. The obligations of CONTRACTOR under this Section will be in addition to and not in limitation of any obligation imposed upon CONTRACTOR by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

13.2 Access to Work. COUNTY, ENGINEER, ENGINEER OF RECORD, their representatives, testing agencies and governmental entities with jurisdiction must be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections.

13.3.1 CONTRACTOR shall give ENGINEER twenty-four (24) hours' notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests, or observations by ENGINEER, ENGINEER OF RECORD, COUNTY or their agents may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

13.3.2 If any law, ordinance, rule, regulation, code, or order of any public body, government entity, or court having jurisdiction requires any Work (or part of the Work) to specifically be inspected, tested, or approved, CONTRACTOR shall assume full responsibility for such activity, pay all related costs, schedule related activities at appropriate times, and provide ENGINEER the required certificates of inspection, testing, or approval. CONTRACTOR will also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with COUNTY's or ENGINEER's acceptance of a proposed manufacturer, fabricator, supplier, or distributor of Materials or Equipment proposed to be incorporated in the Work. CONTRACTOR will also be responsible for and shall pay all costs of Material or Equipment submitted for approval prior to CONTRACTOR's purchase of such Material or Equipment for incorporation of the Work. All inspections, tests or approvals must be performed by persons or organizations acceptable to COUNTY and ENGINEER.

13.3.3 The CONTRACTOR shall perform sufficient testing and inspection of the Work to support the Warranty and Guaranty requirements.

13.3.4 Neither observations by ENGINEER or COUNTY nor inspections, tests or approvals by others will relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

13.3.5 If any testing, inspection, or approval under this Section reveals Defective Work, CONTRACTOR will not receive any associated payment and COUNTY will be entitled to deduct COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, including testing and professional fees, compensation for ENGINEER's and ENGINEER OF RECORD's services and other related costs, from the Contract Price by issuing a Change Order.

13.4 Uncovering Work.

13.4.1 If any Work that is to be inspected, tested, or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering will be at CONTRACTOR's sole expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given ENGINEER twenty-four (24) hours written notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, Material, and Equipment. If it is found that such Work is Defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the COUNTY due to delays to others performing additional Work, other contractual obligations, and any attorneys' fees incurred by COUNTY and COUNTY will be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Work is not found to be Defective, and Section 13.4.1 is not applicable, CONTRACTOR will be allowed an increase in the Contract Price, the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if CONTRACTOR makes a Contract Claim for such activity, as provided in Section 10.

13.5 Correction or Removal of Defective Work. CONTRACTOR, without cost to COUNTY and as specified by ENGINEER, shall promptly either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

13.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to Final Payment, COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such Final Payment, CONTRACTOR shall pay an appropriate amount to COUNTY.

13.7 COUNTY May Correct Defective Work. If CONTRACTOR fails within three (3) business days after written notice of ENGINEER to proceed to correct Defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with this Section, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), COUNTY may, after seven (7) calendar days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this subsection, COUNTY shall proceed with reasonable promptness to the extent necessary to complete corrective and remedial action. COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, and construction equipment and machinery at the site and incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR, but which are stored elsewhere. CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents, and employees such access to

the site as may be necessary to enable COUNTY to exercise its rights under this subsection. All direct and indirect costs of COUNTY in exercising such rights will be charged against CONTRACTOR in an amount documented by COUNTY, and COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, all corrective or replacement costs, compensation for additional professional services required, and all costs of repair and replacement of property of others destroyed, impacted, or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an increase in the Contract Price or the Contract Time because of any delay in the performance of the Work attributable to the exercise by COUNTY's rights hereunder.

13.8 Warranty Period.

13.8.1 The Warranty Period will commence on the date of Final Acceptance of the entire Work, or a later date if so specified in the Contract Documents , and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.)

13.8.2 If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be Defective, CONTRACTOR, without an adjustment in Contract Price and in accordance with COUNTY's or ENGINEER's written instructions, shall promptly either correct that Defective Work, or if it has been rejected by COUNTY or ENGINEER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including, but not limited to, in an emergency, COUNTY may have the defective Work corrected or the rejected Work removed and replaced. In that event, CONTRACTOR will not be allowed to recover any associated costs, and CONTRACTOR shall reimburse COUNTY for all direct, indirect and consequential costs of COUNTY, or COUNTY will be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to Final Payment. COUNTY will reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects.

13.9 Extended Warranties and Guarantees.

13.9.1 COUNTY may at its sole discretion defer the date of commencement of the Warranty Period, in which case CONTRACTOR shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by CONTRACTOR, COUNTY shall make an adjustment in Contract Price or Contract Time, or both, at COUNTY's sole and absolute discretion, as provided in Sections 10 and 11.

13.9.2 In circumstances where COUNTY undertakes partial utilization of a portion of the Work that was specifically identified in the Contract Documents, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.9.3 In special circumstances where CONTRACTOR fails to complete the Work or a portion of the Work within the corresponding Contract Time, including any authorized adjustments and COUNTY undertakes partial utilization, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period. CONTRACTOR will receive no adjustment in Contract Price for such warranties and guarantees.

13.10 Special Maintenance Requirements. In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, such Work is not placed in continuous service until the commencement of the Warranty Period, CONTRACTOR shall maintain the Work, or designated part, in good order and in proper Working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period. CONTRACTOR will receive no adjustment in Contract Price for such maintenance. In the event that Work suffers loss or damage, however caused, CONTRACTOR shall rebuild, repair, restore, and make good, without an increase in Contract Price, all losses or damages to any portion of any Work and CONTRACTOR shall provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection without an increase in Contract Price,. Suspension of Work or the granting of an extension in Contract Time for any cause will not relieve CONTRACTOR of CONTRACTOR's responsibility for the Work, or designated part, as specified in this Section 13.10.

13.11 Extended Warranty Period Due to Defective Work. Any Defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of an additional two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section 13. If within such extended Warranty Periods, that Work is once again found to be Defective, COUNTY will be entitled to all of COUNTY's rights and remedies under this Section 13.

SECTION 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules. CONTRACTOR will not be entitled to receive a Progress Payment until the Progress Schedule is approved by the ENGINEER.

14.2 Application for Payment. Not later than the first day of each month, CONTRACTOR shall meet with ENGINEER to agree on quantities of Work completed and Materials on site to be used as the basis for an Application for Payment for the previous month. The COUNTY's Project Manager shall review and approve a draft copy of the Application For Payment prior to ENGINEER and CONTRACTOR agreeing on the applicable figures. Using the agreed upon figures, ENGINEER shall generate the Application for Payment and deliver it to CONTRACTOR for completion and signature. CONTRACTOR shall submit the signed Application for Payment to ENGINEER, accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

14.2.1 On each Application for Payment, CONTRACTOR shall include the following: (1) list the name and address of each of its Subcontractors and Suppliers who have performed Work or provided supplies or Material during the time period of Work reflected by the Application; (2) submit certified payroll sheets for CONTRACTOR's own forces and all Subcontractors for the month preceding this application; and (3) submit a monthly updated Progress Schedule including cash flow projections. After the first Application for Payment, CONTRACTOR shall include an affidavit stating that all previous progress payments received on account of the Work have been applied: (1) to discharge CONTRACTOR's obligations; and (2) to pay in full (less retainage) all amounts owed to its Subcontractors and Suppliers reflected in prior Applications for Payment. CONTRACTOR shall note and explain on the Application for Payment form when CONTRACTOR has not discharged its obligations or paid in full (less retainage) all amounts owed as stated above. CONTRACTOR specifically waives Section 255.05(11), Florida Statutes.

14.2.2 The CONTRACTOR shall submit partial releases of liens from all Subcontractors and Suppliers in a form satisfactory to the COUNTY, prior to processing any Pay Applications.

14.2.3 Neither COUNTY nor ENGINEER is under any duty or obligation whatsoever to any Subcontractor, Supplier, laborer, or any other party to ensure that payments due and owing by CONTRACTOR to any Subcontractor, Supplier, laborer, or any other party are or will be made.

14.3 Review and Payment.

14.3.1 ENGINEER must approve all Applications For Payment prior to recommending payment to the COUNTY. Applications For Payment must be processed in accordance with Chapter 218, Part VII "Florida Local Government Prompt Payment Act" including all applicable provisions for Engineer's review time.

14.3.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute the following representations by ENGINEER to COUNTY: (a) , based on on-site observations of the Work in progress and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, the Work has progressed to the point indicated; (b) to the best of ENGINEER's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, or to any qualifications stated in the recommendation); and (c) CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, Materials, or Equipment has passed to COUNTY free and clear of any Secured Claim.

14.3.3 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to COUNTY. ENGINEER may also refuse to recommend any such payment because of subsequently discovered evidence or based on the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect COUNTY from loss or anticipated loss for any of the following reasons: (1) the Work is Defective, or completed Work has been damaged requiring correction or replacement; (2) written Contract Claims have been made against COUNTY or any surety, or Secured Claims or notices of non-payment have been filed or served in connection with the Work; (3) the Contract Price has been reduced because of one or more Change Orders; (4) it has been necessary for the COUNTY to correct Defective Work or complete the Work; (5) CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents; (6) CONTRACTOR's failure to make payment to Subcontractors, Suppliers, or for labor; (7) CONTRACTOR's failure to provide acceptable schedule submittals for inclusion into the Application for Payment; or (8) CONTRACTOR's failure to properly maintain and submit with Application for Payment Record Documents.

14.4 Stored Materials.

14.3.1 COUNTY, at its sole option, may pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. In no event may payments for Materials and Equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of Work shown in the schedule of values regardless of the stated value of the Material or Equipment. COUNTY, at its sole option, may pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work and stored off site. When payment to CONTRACTOR is made for stored Material and Equipment, CONTRACTOR shall submit invoices marked paid by the Supplier with the Application for Payment following payment to CONTRACTOR documenting that CONTRACTOR has paid for such Materials and Equipment or the previously paid amount will be deducted from remaining payments or retainage for stored Materials and Equipment not so properly documented.

14.3.2 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but delivered and suitably stored at the site or at a bonded warehouse, the Application for Payment must be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the Material and Equipment and protect COUNTY's interest in them, including applicable insurance. In no event may the quantity of Material and Equipment submitted for payment exceed the actual final installed quantity. COUNTY may deduct from the final Application for Payment amounts paid CONTRACTOR for Material and Equipment not finally installed in the Work.

14.3.3 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but stored off site, then CONTRACTOR shall store all off site Materials and Equipment in a bonded warehouse. The shipping yards of manufacturers or suppliers are not suitable off site storage sites.

14.3.4 Without limitation, the CONTRACTOR shall assume all risk of loss and be solely responsible for all stored Materials and Equipment on-site or off-site in bonded warehouses, including, but not limited to, stored Materials paid under prior Applications For Payment.

14.5 CONTRACTOR's Warranty of Title. CONTRACTOR warrants and guarantees that title to all Work, Materials and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests, judgments, and encumbrances (in Sections 14 and 15 collectively referred to as "Secured Claims" or individually as "Secured Claim").

14.6 Partial Payments.

14.6.1 General. The CONTRACTOR will receive partial payments on monthly estimates based on the amount of Work done or completed (including delivery of certain Materials, as specified in the Contract Documents). The monthly payments will be approximate only, and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment. The amount of such payments will be the total value of the Work done to the date of the estimate, based on the quantities and the Unit Prices, less an amount retained and less payments previously made.

14.6.2 Withholding Payment for Defective Work. If any defective Work or Material is discovered prior to the Final Acceptance, or if a reasonable doubt arises prior to Final Acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes for doubt removed.

14.7 Retainage.

14.7.1 The value of each Application for Payment will be equal to the total value of the Work performed to date, less an amount retained in accordance with Chapter 255.078, Florida Statutes, "Public Construction Retainage" and Chapter 218.735, Part VII, Florida Statutes, "Florida Local Government Prompt Payment Act", and less payments previously made and amounts withheld in accordance with the Contract Documents.

14.7.2 Retainage under the Contract Documents is held by COUNTY as collateral security to ensure completion of the Work.

14.8 Overpayment. Any overpayment by COUNTY to CONTRACTOR must be promptly repaid to COUNTY upon demand.

14.9 Final Application for Payment.

14.9.1 After CONTRACTOR has completed all Work to the satisfaction of the COUNTY and ENGINEER as verified by Final Inspection and delivered all maintenance and operating instructions, schedules, guarantees, warranties, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and acceptable to COUNTY, and after ENGINEER has indicated that Work is acceptable, CONTRACTOR may make application for Final Payment following the procedure for Applications for Payment.

14.9.2 The final Application for Payment must be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers, satisfactory to COUNTY, of all Secured Claims and Contract Claims arising out of or filed in connection with the Work. In lieu of such waivers and releases and as approved by COUNTY, CONTRACTOR may provide receipts or releases in full with an affidavit of CONTRACTOR that the releases and receipts include all labor, services, Material, and Equipment for which a Secured Claim or Contract Claim could be filed, and that all payrolls, Material and Equipment bills, and other indebtedness in connection with the Work for which COUNTY might in any way be responsible, have been paid or otherwise satisfied. COUNTY will require consent of the Surety to Final Payment.

14.10 Final Payment and Acceptance.

14.10.1 If, on the basis of ENGINEER's observations of the Work during construction and Final Inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, then ENGINEER, within twenty days after receipt of the final Application for Payment, will indicate in writing its recommendation of payment and present the Application to COUNTY for payment. Thereupon, ENGINEER will provide written notice to COUNTY and CONTRACTOR that the Work is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, then COUNTY, within twenty (20) business days after receipt from ENGINEER, shall pay CONTRACTOR the amount due giving consideration to the recommendations of ENGINEER, but not being bound by them.

14.10.2 Once the County has executed the Final Completion form submitted by the Contractor and the Closeout Package as provided in the Construction Services Agreement have been executed by the County, CONTRACTOR may submit its final invoice for retainage release.

14.10 Waivers of Claims.

14.10.1 The making and acceptance of Final Payment will constitute a waiver of all Contract Claims, requests for equitable adjustment or claims of any nature by CONTRACTOR against COUNTY, ENGINEER, and ENGINEER of RECORD.

14.11 COUNTY's Obligations.

14.11.1 In no event will any interest be due and payable to CONTRACTOR on any of the sums retained by COUNTY pursuant to any of the terms or provisions of any of the Contract Documents.

14.11.2 COUNTY will not be obligated to make any payment to CONTRACTOR and may withhold partial payments if any one or more of the following conditions exists: (1) COUNTY has reason to believe CONTRACTOR is in default of any of its obligations or otherwise is in default under any of the Contract Documents; (2) any part of such payment is attributable to Work which is Defective; (3) CONTRACTOR has failed to make payments promptly to Subcontractors and Suppliers or for labor and Material for which COUNTY has made payment to CONTRACTOR; (4) if COUNTY, in its good faith judgment, determines that the portion of the Contract Price remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents; (5) CONTRACTOR has failed to maintain progress of the Work in accordance with the Progress Schedule; or (6) CONTRACTOR has failed to meet a milestone or the Substantial or Final Completion Date. CONTRACTOR specifically waives Section 255.05(11), Florida Statutes.

14.12 Partial Utilization.

14.12.1 Use by COUNTY of completed portions of the Work may be accomplished at the option of COUNTY prior to Substantial Completion of all the Work subject to the following:

14.12.1.1 At any time, COUNTY may request CONTRACTOR in writing to permit COUNTY to use any part of the Work that COUNTY believes to be substantially complete and that may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to COUNTY that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. At any time,

CONTRACTOR may notify COUNTY and ENGINEER in writing when CONTRACTOR considers that a portion of the Work that has been identified in the Contract Documents as eligible for Partial Utilization is substantially complete. Within a reasonable time thereafter, COUNTY, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons for such determination. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, and attaching a list of minor items as to that part of the Work to be completed or corrected before Final Payment.

14.12.1.2 Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to COUNTY and CONTRACTOR a written recommendation as to the division of responsibilities pending Final Payment between COUNTY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, and the Warranty Period for that part of the Work. COUNTY will have the right to exclude CONTRACTOR from any part of the Work that ENGINEER has so certified to be substantially complete, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items described above.

14.12.1.3 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of a facility constituting part of the Work, whether or not it is substantially complete, if such facility is functionally and separately useable. Prior to any such takeover, COUNTY and CONTRACTOR must agree in writing as to the division of responsibilities between COUNTY and CONTRACTOR for security, operations, safety, maintenance, Warranty Period, utilities, and insurance with respect to such facility. During such utilization and prior to Substantial Completion of that portion of the Work, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items and to complete other related Work.

14.13 Substantial Completion.

14.13.1 When CONTRACTOR considers the entire Work to have progressed to the point where it is substantially complete, CONTRACTOR shall certify, in writing to ENGINEER, that the entire Work is substantially complete, submit to ENGINEER all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that ENGINEER issue a Certificate of Substantial Completion. Within twenty-four (24) hours, COUNTY, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons for such determination. CONTRACTOR shall then complete the required Work and then recertify that the entire Work is substantially complete. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CONTRACTOR and COUNTY a Certificate of Substantial Completion that will fix the date of Substantial Completion. There will be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Completion.

14.14 Final Inspection. Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, ENGINEER will make an inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, non-conforming or Defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies, and notify ENGINEER upon completion. The Final Inspection by ENGINEER with COUNTY and CONTRACTOR will verify completion of all items.

14.15 Final Completion. CONTRACTOR shall continue to be responsible for maintaining the Work until the date of certification of Final Completion.

14.16 CONTRACTOR's Continuing Obligation. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. Neither recommendation of any progress or Final Payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR nor any Partial Utilization by COUNTY, nor any act of acceptance by COUNTY, nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of Defective Work by COUNTY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of Contract Claims at the time of making and acceptance of Final Payment.

14.17 Deleted Work. The COUNTY will have the right to cancel the portions of the Agreement relating to the construction of any item under the Contract Documents by the payment to CONTRACTOR of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by order of the ENGINEER.

SECTION 15 - SUSPENSION OF WORK AND TERMINATION

15.1 COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by ENGINEER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, including Maintenance of Traffic requirements, or if CONTRACTOR fails to obtain, maintain, or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, then COUNTY may order CONTRACTOR to stop the Work, or any portion of it, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through ENGINEER or by COUNTY. This right of COUNTY to stop the Work will not give rise to any duty on the part of COUNTY or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of engineers, attorneys, and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations). CONTRACTOR shall bear the responsibility for the Progress Schedule by taking steps as may be necessary to improve his progress, and ENGINEER may require CONTRACTOR to increase its work force, hours or days of work, the amount of construction planned, or all of them, and to submit to ENGINEER for approval such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY. COUNTY will be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

15.2 Suspension for Convenience.

15.2.1 Without invalidating the Contract Documents, and without notice to any surety, COUNTY, at any time or number of times, may order CONTRACTOR in writing to stop, delay, or interrupt Work for such a period of time as COUNTY may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

15.2.2 If any suspension of Work under this Section 15 causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, COUNTY, in its sole and absolute discretion may change either or both the Contract Price or Contract Time, as provided in Section 10 and 11, except that no change in Contract Price or Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Section 11, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

15.3 Termination for Cause.

15.3.1 Upon the occurrence of any one or more of the following events, COUNTY may terminate the services of CONTRACTOR:

15.3.1.1 A trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Secured Claim against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

15.3.1.2 CONTRACTOR's inability to pay its debts effects his ability to perform the work.

15.3.1.3 CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled Workers, sufficient supervisory personnel, or suitable Materials or Equipment or failure to adhere to the Progress Schedules).

15.3.1.4 CONTRACTOR discontinues prosecution of the Work or any portion of it.

15.3.1.5 CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days.

15.3.1.6 CONTRACTOR disregards laws, regulations, policies, court orders, or administrative or other directives, of any governmental body, agency or court having jurisdiction.

15.3.1.7 CONTRACTOR disregards the authority of ENGINEER.

15.3.1.8 CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

15.3.1.9 CONTRACTOR fails to promptly pay Subcontractors, Suppliers, Materialmen, Employees, etc.

15.3.2 Should CONTRACTOR be declared bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such action could effect CONTRACTOR's performance of the Work. Therefore, COUNTY will be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to provide such adequate assurance within seven (7) calendar days of the delivery of the request will entitle COUNTY to terminate CONTRACTOR. In all events pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, COUNTY will be entitled to proceed with the Work with its own forces or with their contractors on a time and Material or other appropriate basis, the cost of which will be back charged against CONTRACTOR through a deductive Change Order.

15.3.3 COUNTY, after giving CONTRACTOR and Surety seven (7) calendar days written notice, and to the extent permitted by laws and regulations, may take any of the following actions: (a) terminate the services of CONTRACTOR; (b) exclude CONTRACTOR from the site; (c) take possession of the Work and all of CONTRACTOR's tools, appliances, and construction Equipment and machinery at the site and use them to the full extent they could be used by CONTRACTOR without liability to CONTRACTOR for trespass or conversion; (d) incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere; and (e) finish the Work. CONTRACTOR shall assign all of its interest in any or all Subagreements to COUNTY upon COUNTY's request. In such case, CONTRACTOR will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY. If CONTRACTOR leaves the site at any time during the seven-day period, COUNTY will have the right to secure the site to protect the property from damage and to ensure the health and safety of the public.

15.3.4 Notwithstanding the above notice period, in the event of an emergency, the COUNTY may take over the site and perform any or all of the activities set out above immediately. COUNTY shall provide notice of such takeover to CONTRACTOR within 24 hours after its occurrence.

15.3.5 Where CONTRACTOR's services have been terminated by COUNTY, the termination will not affect any rights of COUNTY against CONTRACTOR then existing or that may thereafter accrue. Any retention or payment due CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

15.3.6 COUNTY, at its sole discretion, may permit CONTRACTOR to continue to perform Work when CONTRACTOR is in default, however caused. Such a decision by COUNTY will in no way operate as a waiver on the part of COUNTY of any of its rights under the Contract Documents.

15.3.7 If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination will be deemed to have been for the convenience of COUNTY. In such event CONTRACTOR may recover from COUNTY payment in accordance with Section 15.4.2.

15.4 Termination for Convenience.

15.4.1 COUNTY, without prejudice to any other right or remedy, may terminate this Agreement, in whole or in part, at any time for its convenience by providing CONTRACTOR and Surety seven (7) calendar days written notice. COUNTY will have the right, in that event, to take over any or all of CONTRACTOR's Materials (whether stored on or off site), supplies, Equipment, Subagreements, or other obligations to complete the Work and CONTRACTOR shall assign them to COUNTY upon COUNTY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by COUNTY, and shall settle all its Contract Claims and obligations under the Agreement.

15.4.2 In any such termination for the convenience of COUNTY, CONTRACTOR will be paid for Work completed in accordance with the Contract Documents prior to the effective date of the notice of termination, and for reasonable termination settlement costs relating to commitments that had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Work and any type of wrongful termination damages. CONTRACTOR shall justify its Contract Claims as requested by COUNTY with thorough, accurate records and data.

SECTION 16 - VALUE ENGINEERING INCENTIVE

16.1 Intent and Objective. This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however apply to any such proposal unless it is identified by CONTRACTOR, at the time of its submission to COUNTY, as a proposal submitted pursuant to this Section.

16.1.1 VECPs contemplated are those that would result in net savings to COUNTY by providing either: (a) a decrease in the cost of performance of the Work; or (b) a reduction in cost of ownership of the Work (in these General Conditions referred to as collateral costs), regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. However, nothing in these General Conditions prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced, or eliminated as being nonessential or excessive. Plan errors that are identified by CONTRACTOR and that result in a cost reduction, will not qualify for submittal as a VECP.

16.1.2 The COUNTY reserves the right to reject at its discretion any VECP submitted which proposes a change in the design of the pavement system or which would require additional right-of-way. Substitution of another design alternate, which is detailed in the Plans, for the one on which CONTRACTOR bid, will not be allowed under this Section. Pending execution of an Amendment implementing an approved VECP, the CONTRACTOR will remain obligated to perform in accordance with the terms of the existing Agreement. No time extensions will be granted due to the time required to review a VECP.

16.2 Subcontractors. CONTRACTOR is encouraged to include the provisions of this Section 16 in contracts with subcontractors. CONTRACTOR shall encourage submission of VECPs from subcontractors, but it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to COUNTY VECPs proposed by CONTRACTOR's subcontractors.

16.3 Data Requirements. At a minimum, the following information must be submitted by CONTRACTOR with each VECP:

(1) A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages.

(2) Separate detailed cost estimates for both the existing requirements and the proposed change. The cost estimates must be broken down by item numbers indicating quantity increases or decreases and deleted pay items. Additional proposed Work, now covered by the Contract Documents, must be identified by current COUNTY pay item numbers. In preparing the estimates, CONTRACTOR shall include overhead, profit, and bond. No separate pay items for these costs will be allowed.

(3) An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

(4) An estimate of the effects the VECP would have on collateral costs to COUNTY.

(5) Engineering or other analysis in sufficient detail to identify and describe specific features of the Contract Documents that must be changed if the VECP is accepted, with a proposal as to how these

changes can be accomplished and an assessment of their effect on other Project elements. COUNTY may require that engineering analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes that result from the VECP must be supported by computations sealed by a Professional Engineer registered in the State of Florida.

(6) A statement of the time by which approval of the VECP must be issued by COUNTY to obtain the total estimated cost reduction during the remainder of this Agreement, noting any effect on the Agreement completion time or delivery schedule.

16.4 Processing Procedures. Two copies of each VECP must be submitted, one to the ENGINEER, or his duly authorized representative, and one to COUNTY. VECPs will be processed expeditiously; however, COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section 16. CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by COUNTY within the period specified in the VECP. COUNTY will not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn. The ENGINEER will be the sole judge of the acceptability of a VECP and of the estimated net savings in construction or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of Work to be performed or to be deleted. Prior to approval, the ENGINEER may modify a VECP, with the concurrence of CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, CONTRACTOR's fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings will be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents. Prior to approval of the VECP, which initiates the supplemental Agreement, CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

16.5 Computations for Change in Contract Cost of Performance. CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, CONTRACTOR's share of the net savings as defined in these General Conditions will be considered full compensation to CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate. However, COUNTY reserves the right, where it deems such action appropriate, to require CONTRACTOR to pay COUNTY's cost of investigating and implementing a VECP submitted by CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, CONTRACTOR shall indicate CONTRACTOR's acceptance of such condition in writing, and such acceptance will constitute full authority for the COUNTY to deduct amounts payable to COUNTY from any monies due or that may become due to CONTRACTOR under the Agreement.

16.6 Computations for Collateral Costs. When collateral cost savings are sought by CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Agreement requirement and the proposed change. Each estimate must consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to COUNTY include, but are not limited to the following: reduced costs of operation, maintenance, or repair, and extended useful service life. Increased collateral costs include, but are not limited to the following: increased costs of operation, maintenance, or repair, and shortened useful service life. Computations must be performed as follows:

(1) Costs must be calculated over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by COUNTY indicate a savings, CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings will be shared as stipulated in Section 16.7.

16.7 Sharing Arrangements. If a VECP is approved by COUNTY, CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this Section. Except for innovative ideas, CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Agreement. For innovative ideas, the reduction in the cost of performance will be shared as follows:

Accrued Net Savings	CONTRACTOR's Share %	COUNTY's Share %
Less than \$25,000	100	0
\$25,000 to \$50,000	75	25
Over \$50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by COUNTY, then it will not be considered an innovative idea, and thus, will only qualify for a 50 percent sharing of savings. When collateral savings occur, CONTRACTOR will receive 20 percent of the average one year's net collateral savings. CONTRACTOR will not receive construction savings or collateral savings on optional Work listed in this Agreement until COUNTY exercises its option to obtain that Work.

SECTION 17 - MISCELLANEOUS

17.1 Notices

17.1.1 Whenever any provision of the Contract Documents requires a written notice, such notice will be deemed to have been validly provided at the time of actual delivery if delivered in person, or by certified mail or actual email time stamp.

17.1.2 Written notice to be delivered to COUNTY or ENGINEER or to any of its representatives by CONTRACTOR must be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or ENGINEER must be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

17.2 Notice to Other Agencies. CONTRACTOR shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. COUNTY or ENGINEER will not be responsible for any such notification.

17.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed as follows: (a) begin counting from the next day that is not a Saturday, Sunday, or legal holiday; (b) count every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

17.4 Claims for Injury or Damage to Person or Property. If COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, then a claim must be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision does not operate as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 No Conflict with Laws or Regulations.

17.5.1 The duties, obligations, criteria, or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them that are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion, or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion, or procedure imposed or available by Laws or Regulations are in conflict, then the specific part or detailed requirement of Laws and Regulations will control. All other specific parts or detailed requirements in the provisions, criteria, or procedures of the applicable Laws or Regulations and these General Conditions that are not in conflict will remain in full force and effect and must be read with the controlling specific part or detailed requirement.

17.5.2 The provisions of this Section will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.6 Severability. If any provision of the Contract Documents or the application of the Contract Documents to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does

not affect other provisions or applications of the Contract Documents that can be given effect without the invalid provision or application, and to this end the provisions of the Contract Documents are declared severable.

17.7 No Waiver of Rights, Duties.

17.7.1 Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the COUNTY, ENGINEER, COUNTY's Representatives, or CONTRACTOR on one or more occasions will constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor will any such action or failure to act constitute an approval of or acquiescence of any breach under the Contract Documents.

17.7.2 All representations, indemnities, warranties and guarantees required by the Contract Documents, including the Warranty Period will remain in effect following Final Payment, Final Completion or termination of the Agreement.

17.8 Advertising. No advertising is permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, Work products, or performance of CONTRACTOR under the Contract Documents or the Project to which it relates will be at the sole discretion of COUNTY.

17.9 Recovery of Damages. In no event will CONTRACTOR be entitled to recover from COUNTY any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or breach of it. In the event that Section 12.1.8 is found by a court of competent jurisdiction to be void, inapplicable, or in the event that subsequent legislation renders such provisions void or inapplicable, CONTRACTOR shall base all damage claims upon Cost and Pricing Data at the time of the occurrence of the event upon which the damage claims are based. No formula based methods may be used to compute damages.

17.10 Recovery of Interest. Any prejudgment or postjudgment interest assessed against either party to this Agreement will be assessed at the rate provided by Florida law or four percent (4%) per annum, whichever is less.

17.11 Notice of Claims. The contractual limitations period for filing Contract Claims or other claims for increases in Contract Price, Contract Time, or any other claim of any nature set forth in the Contract Documents is controlling. However, in the event that no limitations period is established in the Contract Documents for the specific type of claim asserted, then the parties agree that all such claims must be made in writing with complete supporting documentation to the persons designated to receive such claims (CONTRACTOR's Superintendent, ENGINEER and COUNTY's Purchasing Manager) no more than seven (7) calendar days after the occurrence of the event giving rise to any such claim, or else any such claim will be waived and deemed invalid.

17.12 Waiver of Jury Trial. The parties expressly waive any right to jury trials under Florida law.

17.13 Attorney's Fees. The parties expressly agree that each party will be solely responsible for their own attorney's fees and costs incurred in any negotiation, use of the COUNTY's Contract Claims procedures, or litigation related to or arising out of these Contract Documents.

SECTION 18 - MEASUREMENT AND PAYMENT

18.1 Measurement of Quantities.

18.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract Documents must be measured, by the ENGINEER, according to United States Standard Measures.

18.1.2 Method of Measurements: Unless otherwise provided by in the Specifications for the particular items involved, all measurements must be taken horizontally or vertically.

18.1.3. In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be determined by calculation, the lengths or widths to be used in the calculations must be one of the following: the station to station dimensions shown on the Plans; the station to station dimensions actually constructed within the limits designated by the ENGINEER; or the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by the ENGINEER. The method or combination of methods of measurement must be those that will reflect with reasonable accuracy the actual surface area of the finished Work as determined by the ENGINEER.

18.1.4 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the Plan quantity, the final pay quantity must be the plan quantity subject to Section 18.3.2. Generally, the plan quantity must be calculated using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

18.2 Scope of Payments.

18.2.1 For any item of Work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the Unit Price (or lump sum price) for the pay item or items must include all labor, Equipment, Materials, tools, overhead expenses, profit, and incidentals required for the complete item of Work, including all requirements of the section specifying such item of Work, except as specifically excluded from such payments.

18.2.2 If the Bid Form contains a bid item price for mobilization, partial payments will be made in accordance with the following:

Percent of Original Contract	Allowable Percent of the Lump Sum
5	25
10	50
25	75
50	100

18.3 Compensation for Altered Quantities.

18.3.1 Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

18.3. Error in Plan Quantity: As used in this Section, the term “substantial error” is defined as the smaller of the following item (1) or (2):

- (1) A difference between the original plan quantity and final quantity of more than 5%
- (2) A change in quantity which causes a change in the amount payable of more than \$5,000.

Where the pay quantity for any item is designated to be the original plan quantity, COUNTY will revise such quantity only in the event that COUNTY determines it is in substantial error. In general, COUNTY will determine such revisions by final measurement, plan calculation, or both, as additions to or deductions from plan quantities.

In the event that either COUNTY or CONTRACTOR contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at its own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. COUNTY will not revise the plan quantity solely on the basis of a particular method of construction that CONTRACTOR selects. For earthwork items, the claimant must note any differences in the existing surfaces from that shown in the plans that would result in a substantial error to the plan quantity, and must properly document these differences by appropriate verifiable level notes, acceptable to both CONTRACTOR and COUNTY, prior to disturbance of the existing surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the existing surface by documentation as provided above.

18.3.2.1 Where the COUNTY designates the pay quantity for any item to be the original plan quantity and a plan change which results in an increase or decrease in the quantity of that item is authorized, the plan quantity will be revised accordingly. In general, such revisions will be determined by final measurement or plan calculations or both.

18.3.2.2 The limitations set out in subsections 18.3.2.1 and 18.3.2.2 do not apply to the following:

(1) Where these Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness.

(2) Where the Specifications provide for a deduction due to test results falling outside of the allowable Specification tolerances.

SECTION 19 - CONTRACT CLAIMS RESOLUTION

19.1 Purpose. The purpose of this Section 19 is to provide a dispute resolution process for payment of monetary obligations and provision of time extensions under the Contract Claim provisions of the Contract Documents. The team building approach to dispute resolution provided in this Section 19 is intended to complement other requirements imposed by the Contract Documents and is not intended to create duties or obligations not otherwise imposed by law or these Contract Documents. The parties remain responsible for performance of all obligations imposed under these Contract Documents. At all times during the time that any Contract Claim is pending and in the process of being resolved or decided, the CONTRACTOR shall proceed diligently with the Work so as to achieve completion of the Work within the Contract Time.

19.2 Administrative Forum. The parties agree that all Contract Claims arising under the Contract Documents will be submitted for alternative dispute resolution under Section 220.11, Seminole County Code or successor provisions. CONTRACTOR agrees that the submission of Contract Claims during performance of the Work provides an efficient dispute resolution procedure and that resolution of disputes by COUNTY's Purchasing Manager and COUNTY's Appeal Committee or their designees provide adequate remedies. CONTRACTOR agrees that the status of hearing officers as COUNTY employees does not violate public policy or deny due process under Section 220.11, Seminole County Code or successor provisions. CONTRACTOR, by executing the Contract Documents, expressly agrees to resolve disputes under COUNTY's Contract Claims procedures.

19.3 Contract Claims Procedure. Contract Claims procedure will comply with the requirements of Section 220.11, Seminole County Code or successor provisions. The parties agree to voluntarily exchange information and documents necessary for resolution of the Contract Claim. The hearing officers (Purchasing Manager or Appeal Committee) under the Seminole County Administrative Code or successor provisions, shall have the right to make written requests to COUNTY staff, ENGINEER, ENGINEER OF RECORD, and CONTRACTOR at any time for additional information and documents needed to render a decision. The parties agree that persons required to render decisions under the procedures described in Section 220.11, Seminole County Code will be required to render written decisions within sixty (60) calendar days and the parties expressly waive the time periods for written decisions by the COUNTY's Purchasing Manager and Appeal Committee. In the event that CONTRACTOR appeals any decision of the Purchasing Manager under Seminole County Code, CONTRACTOR agrees to identify specific exceptions to the Purchasing Manager's decision including specific identification of the provisions of the Contract Documents relied upon. General assertions that the Purchasing Manager's decision is contrary to provisions of the Contract Documents, law, or fact are not sufficient. CONTRACTOR recognizes and accepts the Seminole County Code requirements for posting an appeal bond.

19.4 Resolution of Contract Time and Contract Price Disputes. Claims related to extensions of the Contract Time are the sole and exclusive remedy for the CONTRACTOR. As to Claims related to Time or Price disputes under the Contract Documents, the parties agree to exhaust all options under Section 220.11, Seminole County Code and the COUNTY's Contract Claims procedures prior to filing suit or otherwise pursuing legal remedies. The parties agree that they shall file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration during the COUNTY's alternative dispute resolution procedures of which the parties had knowledge and failed to present during the COUNTY's Contract Claims procedures.

19.5 In the event that the COUNTY's Contract Claims process is exhausted, then, as a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation may be initiated by any party serving a written request for the same on the other party. The parties, by mutual agreement, shall select a mediator within fifteen days of the date of the request for mediation. The cost of mediation will be split equally

between the two parties. This clause does not prevent a party from filing a suit or other legal proceeding seeking emergency or injunctive relief.

19.6 Notice of Contract Claims. Contract Claims by the CONTRACTOR must be made by written notice with complete documentation to ENGINEER and the COUNTY's Project Manager and the Purchasing Manager. Notwithstanding the allowance of a specific time for giving notice in the Contract Documents, notices must be given at the earliest possible moment and in no event later than the time allowed in the Contract Documents.

19.7 Contract Claim Correspondence. To ensure prompt resolution of Contract Claims, CONTRACTOR's correspondence related to Contract Claims must have Contract Claim identification numbers assigned by CONTRACTOR. The Contract Claim numbers must be sequential and assigned chronologically so that each Contract Claim can be individually identified by reference to the Contract Claim number. Each document submitted in support of a Contract Claim must bear the appropriate Contract Claim number.

19.8 Contract Claim Disposition. Each Contract Claim will be treated separately under Section 220.11, Seminole County Code and this Section 19. Contract Claims asserting damages for the cumulative effect of more than one Contract Claim are not permitted. The COUNTY may request additional supporting documentation. As to Contract Claim disputes under the Contract Documents, the decision of the COUNTY's Purchasing Manager or Appeal Committee or their designees will stand as the COUNTY's response.

19.9 Reservation of Contract Claims. The parties agree that these Contract Documents provide no procedure for reservation, notice of reservation, or notice of intent to file a Contract Claim and that such notices are void and of no effect. The parties agree that prompt and separate resolution of each Contract Claim benefits CONTRACTOR, COUNTY and the public.