



**PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

TELEPHONE: (727) 847-8194

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pascocountyfl.net

INVITATION TO BID

BID NO. 09-067

MEADOW POINTE BOULEVARD RESURFACING (S.R. 56
TO S.R. 54)

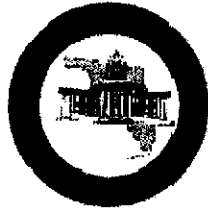
The Pasco County Purchasing Department will receive sealed bids until **2:00 p.m.**, local time (our clock) on **October 13, 2009**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original of the submitted bid.

The project includes milling, resurfacing and restoration of the existing Meadow Pointe Boulevard. The estimated cost of this project is \$800,000.00.

The complete scope of work and bid documents including the contract document and specifications may be viewed and purchased at www.PascoPlanRoom.com or contact (727) 445-1034.

The Board of County Commissioners of Pasco County, Florida, reserves the right to reject any and all bids received.

Dawn Lopinto
Buyer



CONTRACT DOCUMENTS
AND SPECIFICATIONS FOR:

**MEADOW POINTE BOULEVARD
RESURFACING
(S.R. 56 TO S.R. 54)**

BID NO. 09-067

C.I.P. NO. C-04904.01



**PURCHASING DIRECTOR
PASCO COUNTY
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654-5598
Telephone: 727-847-8194
Facsimile: 727-847-8065**

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PART I

BIDDING REQUIREMENTS

- INSTRUCTIONS TO BIDDERS -

PROJECT NAME: MEADOW POINTE BOULEVARD RESURFACING

(S.R. 56 TO S.R. 54)

C.I.P. NO. C-04904.01

PRE-BID CONFERENCE: N/A

 Attendance Mandatory
(mark with 'X' if applicable)

LOCATION: West Pasco Government Center, _____,
_____, 7530 Little Road, New
Port Richey, Florida, 34654-5598.

BID OPENING

DAY/DATE/TIME: Tuesday, October 13, 2009 @ 2:00 p.m.

PLACE OF BID OPENING: Pasco County Purchasing Department, 8919 Government
Drive, New Port Richey, Florida, 34654-5598.

1. BIDS

- 1.1 Bid Package.** The Instructions to Bidders (Part I), the General Conditions of the Contract (Part II), the Bid Proposal (Part III), and the Agreement (Part IV), together with all other documents identified in Article I of the General Conditions of the Contract (Part II), constitute the entire Bid Package, and upon award, shall constitute the Contract Documents concerning the above-referenced Project. Said Bid Package must be the basis upon which all Bid Proposals are offered. One (1) fully completed and executed original Bid Proposal must be submitted in a sealed envelope to the Pasco County Purchasing Department, along with any other documentation required by this Bid Package, at the time and place herein specified. Errors in any Bid Proposal submitted may result in the rejection or disqualification of the Bid Proposal. No BIDDER is required to return the Instructions to Bidders, Conditions of the Contract, or Agreement with their bids, unless specified elsewhere in this Bid Package. The BIDDER must manually sign the Bid Proposal (Part III).

- 1.2 Prices (Bid Proposals).** Prices must be quoted only upon the Bid Proposal form attached hereto and identified as Bid Proposal (Part III), and no other Bid Proposals will be accepted. Sealed Bid Proposals may not be amended or otherwise changed by any writing placed outside the sealed bid package; except, however, any such written external communication by a BIDDER may be construed by the COUNTY as indicating a *withdrawal* of the proffered, sealed bid to which the communication relates (thereby causing the BIDDER to have issued *no bid* for consideration by the County). All prices quoted are to be F.O.B. for the designated Project site in Pasco County, Florida.
- 1.3 Delivery of Bids.** The BIDDER is hereby directed to cause delivery of its Bid Proposal for this Project to the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida, 34654-5598, prior to the bid opening time, which is specified above. The delivery of said Bid Proposal to the Purchasing Department, prior to the time and date stated in the preceding sentence, is solely and strictly the responsibility of the BIDDER. The COUNTY will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All Bid Proposals must be manually and duly signed by an authorized corporate director or officer, authorized agent, or authorized partner (as applicable). All Bid Proposals must be marked, on the outside sealed envelope, with the PROJECT NAME, BID OPENING LOCATION, AND BID OPENING DATE AND TIME SPECIFIED ABOVE
- 1.4 Execution of Bids.** When a BIDDER is a partnership, the Bid Proposal shall be signed in the name of the firm and by all partners required to do so under the terms of their partnership agreement. When a corporation or limited liability company is a BIDDER, the authorized director or officer signing the Bid Proposal shall set out the legal name of the entity in full, beneath which said director or officer shall sign his or her name and give the title of his or her office, and the Bid Proposal shall bear the seal of the corporation. Anyone signing the Bid Proposal as an agent for the BIDDER must file with it legal evidence of the authority to do so. A BIDDER that is a corporation, a limited liability company or a limited partnership shall furnish to COUNTY staff a duly certified copy of its permit, certificate of registration with the Florida Secretary of State, or other authorization, if any, to transact business in the State of Florida, preferably along with the Bid Proposal, and no later than forty-eight (48) hours after any request for the same is made by the COUNTY. In addition, any such authorization must be effective as of the date of the Bid Proposal. Failure to submit evidence that the BIDDER qualifies to transact business in the State of Florida as stated above may be the basis for rejection of the Bid Proposal.
- 1.5 Other responsibilities of the BIDDER.** The BIDDER is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time shall be scrupulously observed. Under no circumstances will Bid Proposals delivered after the delivery time specified be considered. Late Bid Proposals will not be accepted.

- 1.6 Withdrawal or Modification of Bids.** Bid Proposals may be withdrawn on written or telegraphic requests dispatched by the BIDDER in time for delivery in the normal course of business prior to the time fixed for the opening of Bid Proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the BIDDER is deposited with the United States Postal Service, postage pre-paid for first-class or express mail delivery, and postmarked prior to the time set for the opening of Bid Proposals. Except as specifically provided herein, no BIDDER may modify a bid after the appointed bid opening time. **Negligence on the part of the BIDDER in preparing its Bid Proposal confers no right of withdrawal or modification of its Bid Proposal after COUNTY staff has opened such Bid Proposal at the appointed time and place. BIDDERS may not withdraw or modify their Bid Proposals after the appointed Bid Proposal opening time.** Said Bid Proposals and any bid security shall be in force for a period of not less than ninety (90) days after the bid opening time. Further, said bid security and Bid Proposal shall continue in force after said period of ninety (90) days, until thirty (30) days following the date of receipt by the COUNTY of written notice from the BIDDER of its intent to withdraw its Bid Proposal, or until the date specified in said written notice as the expiration date of the Bid Proposal, whichever is later. The aforementioned bid security or Bid Proposal times will remain in effect irrespective of whether an award has theretofore been made by the COUNTY. Notwithstanding the provisions of the preceding sentence, the BIDDER may extend its Bid Proposal at any time prior to the scheduled expiration thereof. BIDDER may not assign or otherwise transfer their Bid Proposals prior to, or after, the Bid Proposal opening time.
- 1.7 Opening of Bids.** At the time and place fixed for the opening of Bid Proposals (see above), every Bid Proposal properly delivered within the time fixed for receiving Bid Proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Any BIDDER and other persons interested may be present or represented.
- 1.8 Power of Attorney.** Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.
- 1.9 Interpretation of Contract Documents.** No interpretation of the meaning of the Drawings, Specifications, or other Contract Documents will be made to, or if made may be relied upon by, any BIDDER except as expressly noted below. **Every request for such interpretation must be in writing, addressed to the Purchasing Director. To be given consideration, such requests must be received at least ten (10) days prior to the bid opening date.** Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Pasco County Purchasing Department, and sent to each prospective BIDDER, at the respective addresses furnished for such purposes not later than five (5) days prior to the bid opening date. If requested, a

copy may be obtained by the prospective BIDDER or its representative at the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida, 34654-5598. Failure of any BIDDER to acknowledge any such addendum or interpretation shall not relieve said BIDDER from any obligation imposed in such addendum. All addenda so issued shall become part of the Contract Documents when the COUNTY has provided addenda within the time frame stated above.

- 1.10 Site Examination.** Before submitting a Bid Proposal, every BIDDER must carefully examine the site of the proposed Work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Work required pursuant to the mandates and requirements of this bid package. No pleas of ignorance of conditions or difficulties that may exist prior to the bid opening time, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of a failure to make necessary and reasonable examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the successful BIDDER (i.e., the CONTRACTOR) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation, or for any extension of time.

2. CONTRACTOR LICENSING, REGISTRATION, AND CERTIFICATION

- 2.1** Each BIDDER shall be properly licensed, registered, and/or certified, as necessary or otherwise appropriate, by the State of Florida, Pasco County, and/or any municipality in Pasco County, for each category of work specified in this bid.
- 2.2** For categories of work that are exempt from licensing, registration, and/or certification requirements under Florida Statute, but where certification by the Florida Department of Transportation is available, the BIDDER shall be certified by the Florida Department of Transportation in each category, as necessary or otherwise appropriate.
- 2.3** All required licenses, registrations, and/or certifications must be current and effective as of the Bid Opening date and must be maintained throughout the life of the contract. Failure to be properly licensed, registered, and/or certified as of the Bid Opening date will result in rejection of the bid as non-responsive, and at any other time during the life of the contract shall constitute sufficient grounds for a declaration by the COUNTY that the CONTRACTOR is in default and for termination of the contract for cause by the COUNTY.

3. TAXES

The attention of the BIDDER is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid matter, and that all applicable taxes and fees shall be deemed to have been included in proposal of the BIDDER.

4. BID ERRORS

The BIDDER should initial erasures or corrections in any Bid Proposal in ink. The COUNTY shall reject any Bid Proposal with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Proposal, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Proposal will govern. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. *No negotiation of these unit prices after contract award will be allowed.* Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

5. DEVIATIONS

No material deviations or exceptions shall be accepted with the Bid Proposal. This shall not preclude the proposal of substitute brand names, pursuant to paragraph 8.1 below.

6. NO BID

Any firm, corporation, business or individual that received a bid package, but is not submitting a bid as concerns this bid matter should, nevertheless, respond relative to the time and place for the receipt of bids (as above described), clearly marking the Bid Proposal (Part III) "NO BID". Said non-bidders should return and indicate upon the Bid Proposal (Part III) the reason for the non-bid. Alternately, a formal letter stating the reason for not bidding will be acceptable. Failure by any non-BIDDER to comply with this requirement may result in the removal of the name of that non-bidder from the bidders' mailing list maintained by the COUNTY.

7. CONDITION OF MATERIALS AND PACKAGING

In instances where the Specifications make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful BIDDER pursuant to the requirements imposed upon said BIDDER by this bid package, will be new and of good quality; all related containers being new and suitable for storage and shipment; and all prices shall include the cost of standard commercial packaging. The successful BIDDER shall be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

8. BRAND NAMES, REQUESTED INFORMATION, AND DESCRIPTIVE LITERATURE

8.1 In instances where the Contract Documents make this subject applicable, any use therein of brand names, manufacturer's makes, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the

purpose of placing restrictions upon a BIDDER (other than as to quality), and any BIDDER may propose and describe brands believed to be equal or better than the otherwise-specified brand. The burden of proof that the brand proposed by the BIDDER is in fact equal to that referenced in the Contract Documents lies exclusively with the BIDDER. In the event that either COUNTY staff or the Professional determines that the equal proposed by the BIDDER does not meet the specifications, the successful BIDDER shall be required to provide the named brand item, or an equal acceptable to the County, at no additional cost to the County.

- 8.2** Each BIDDER must furnish all requested information in the spaces provided on the Bid Proposal (Part III). Additionally, where required pursuant to the provisions of this bid package, each BIDDER must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to the COUNTY.

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

All material, equipment, etc., as proposed and offered by a BIDDER, in instances where applicable due to the nature of the bid matter with which this bid package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the BIDDER or of the authorized representative thereof upon the Bid Proposal (Part III) shall constitute certification of such fact.

10. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Each BIDDER is reminded that *time is of the essence of this Agreement*, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the CONTRACTOR, and termination of the Agreement for cause. If the Contract Documents so indicate, an amount determined for liquidated damages at the rate specified shall be assessed against the successful BIDDER not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement (Part IV).

11. ASSIGNMENT OF THE CONTRACT

No successful BIDDER may make any assignment of any resulting Agreement between the parties, in whole or in part, without the prior written authorization of the Pasco County Board of County Commissioners, which authorization shall remain the exclusive option of the BOARD.

12. AWARD OF CONTRACT; REJECTION OF BIDS

The apparent low BIDDER will be so notified by COUNTY staff, and shall be required, upon receiving such notice, to complete the Contractor Responsibility Survey form identified as Exhibit F to Part III of the contract documents and provide all information and documentation requested therein. If, after reviewing the responsibility survey and accompanying submissions, the COUNTY elects to reject the apparent low bidder based on its responsibility evaluation, the COUNTY may perform the same responsibility evaluation, in succession, with each apparent next lowest bidder until the contract is awarded to a suitable candidate or withdrawn. The Pasco County Board of County Commissioners shall award a contract to the lowest responsive and responsible BIDDER, *provided* that the Bid Proposal of said BIDDER is considered, in the sole discretion of the BOARD, to be reasonable and in the best interests of the COUNTY to accept. No award of the contract shall be made until the BIDDER who has received from the COUNTY a Notice To Apparent Low Bidder and a Notice of Intent to Recommend Award has submitted to the COUNTY a performance bond, payment bond, and any and all other and further documentation as may be required by the COUNTY as a condition precedent to such an award. A bid proposal may be rejected upon the failure of an apparent low BIDDER to provide to the COUNTY in a timely fashion any such required documentation.

The COUNTY, in its sole discretion, reserves the right to reject any and all Bid Proposals and to waive any informality concerning Bid Proposals whenever such rejection or waiver is deemed by the COUNTY to be in the best interests of the COUNTY. Likewise, the COUNTY reserves the right to reject the Bid Proposal of any BIDDER that has previously failed to perform properly, or to complete on time, contracts of a similar nature; that is not, or does not appear to the satisfaction of the COUNTY, in a position to perform the contract; or that has habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material men, or employees. The ability of a BIDDER to obtain a performance bond or a payment bond shall not be regarded as the sole test of the competency or responsibility of any BIDDER. In those situations where the lowest responsible and response bid exceeds the COUNTY's budget amount, the COUNTY reserves the right to purchase by negotiation as provided in Section 2-123(C) of the Pasco County Code of Ordinances.

13. EXECUTION OF WRITTEN CONTRACT

The BIDDER receiving from the COUNTY a Notice of Intent to Recommend Award will be required to sign and submit to the COUNTY, within ten (10) days after the issuance of said notice, a written agreement that has been made a part of this bid package and identified as the Agreement (Part IV). Said written agreement will evidence in written form the contract to be made by the COUNTY following award by the BOARD to the successful BIDDER. For projects involving funds from EPA, the ten-day period will not begin to run until after the COUNTY has received approval of the award by DEP and/or EPA, as applicable. The contract shall be contingent upon the timely provision by the BIDDER to the COUNTY of all documentation required by these contract documents, and may be unilaterally terminated by the COUNTY for cause upon the failure of the BIDDER to supply said bonds and other documentation within the time frames set forth in the

contract documents.

14. BID BONDS AND OTHER BID SECURITIES

A bid bond or other security is required with this bid. Either cash, a certified check, a cashier's check, an irrevocable letter of credit or in the alternative, a Bid Bond completed and signed by all required parties shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bid Proposal of the BIDDER. The preferred Bid Bond format is provided at Exhibit B to the Bid Proposal (Part III). Any submitted certified check, cashier's check, or irrevocable letter of credit shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of the Pasco County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law. Sureties on Bid Bonds shall be companies authorized to do business in the State of Florida; all such bonds shall be issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bonds shall be submitted with the bond. Personal and corporate checks are not acceptable to the COUNTY. Any deviation from these requirements may result in rejection of a bid as non-responsive.

15. PERFORMANCE BOND AND PAYMENT BOND

[CHECK ONE]

☒ [X] A Performance Bond and Payment Bond will be required regardless of the award amount of this Agreement.

☐ [] A Performance Bond and Payment Bond will be required on this Agreement only if the amount of award is Two Hundred Thousand Dollars and No Cents (\$200,000.00) or greater.

The Performance Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the COUNTY and authorized to transact business in the State of Florida, and shall be provided by the successful BIDDER for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. The Payment Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the COUNTY and authorized to transact business in the State of Florida, and shall be provided by the successful BIDDER for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the performance by the successful BIDDER under such contract. The Performance Bond and Payment Bond forms have been included in the Contract Documents as Exhibits A and B in Part II, and said forms must be properly executed by the surety company and the successful BIDDER and submitted to COUNTY staff within ten (10) days after issuance of Notice of Intent to Recommend Award by the COUNTY

PURCHASING DIRECTOR. In lieu of the bonds required by this section, the successful BIDDER may file with the COUNTY an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by this section. The determination of the value and acceptability of such alternative forms of security shall be made exclusively by the COUNTY.

16. SECURITY FORFEITURE

If within ten (10) days after the issuance of the Notice of Intent to Recommend Award, the successful BIDDER refuses, or otherwise neglects, to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the bid security provided by said BIDDER, whether cash, check, Bid Bond, or some other acceptable form, or any combination of these, may be forfeited, and the BIDDER shall be excluded from further consideration for award of the bid. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for the recovery of its bid security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required bonds and /or applicable insurance certification.

17. LAWS AND REGULATIONS

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

18. CONTRACTUAL OBLIGATIONS

The successful BIDDER may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the COUNTY and the CONTRACTOR. This statement does not prohibit subcontracting of the Work, but does prohibit subcontracting overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work, as measured against the Bid Price, shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations.

19. AVAILABILITY OF PERSONNEL AND EQUIPMENT

The successful BIDDER must have sufficient personnel and equipment to perform as required by the Contract Documents. A pre-award survey shall be conducted by the COUNTY to ascertain the availability of sufficient personnel and equipment. Should the COUNTY have reasonable doubt as to ability of the BIDDER to provide sufficient personnel and equipment to perform the work, the County may request specific assurance of ability of the BIDDER to perform. Any failure of the BIDDER to provide such assurance within the time specified by the COUNTY shall serve as an adequate basis for rejection of the bid.

20. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a joint meeting shall be held with representatives of the CONTRACTOR, the COUNTY, and other invited parties or government agencies which may be affected by, or have jurisdiction over, the Project or some aspect thereof. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of construction, order of work, labor and legal requirements, insurance requirements, names of the major subcontractors, method of payment, shop drawing requirements, protection of existing facilities, and other pertinent items associated with the Project.

21. PLANS AND SPECIFICATIONS

After the award and execution of the contract, an executed copy of the Contract Documents, including one blueline of the complete set of Drawings (if applicable), shall be furnished to the successful BIDDER.

22. PUBLIC ENTITY CRIMES STATEMENT

- 22.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 22.2 Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a bidder, offerer, or proposer to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

23. OVERHEAD COSTS

All BIDDERS shall include in their bids the cost of home office overhead and field office overhead for the original Contract Time. Additional compensation for field office overhead may be considered only if the Contract Time is extended by a change order or allowance authorization release. Home office overhead for additional work where the contract time is extended shall be in accordance with Article 12 of the General Conditions. Additional work completed within the original Contract Time will not be eligible for additional compensation for field office overhead. Field office overhead includes on-site supervision. This amount shall not exceed the amounts stated in Article 12.3 of the General Conditions.

24. DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, BIDDERS may submit with their bid proposal a certificate certifying that they have implemented a drug free workplace program. If two or more bid proposals are equal in price, quality, and service, preference will be given in the award process to the BIDDER who has furnished such certification with their bid proposal.

25. PRE-BID CONFERENCE

All prospective BIDDERS are required to attend any mandatory pre-bid conference that may be specified on page IB-1 of these Instructions to Bidders, and are strongly encouraged to attend any non-mandatory pre-bid conference that may be offered. The purpose of the pre-bid conference is to allow potential BIDDERS an opportunity to present questions to staff and obtain clarification of the requirements contained in the bid documents. Because the COUNTY considers any mandatory pre-bid conference critical to understanding the bid requirements, interested firms must arrive within the first thirty (30) minutes of the scheduled commencement time for the pre-bid conference to qualify as a BIDDER.

PART II
CONDITIONS OF THE CONTRACT

A. GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headings, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions that may be specifically excluded, constitute the Contract Documents:

1.1 BIDDING REQUIREMENTS – INSTRUCTIONS TO BIDDERS

1.2 CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS

EXHIBITS TO SUBPART A:

Exhibit A: PERFORMANCE BOND FORM

Exhibit B: PAYMENT BOND FORM

Exhibit C: CERTIFICATE OF INSURANCE

Exhibit D: ENDORSEMENT

Exhibit E: APPLICATION FOR PAYMENT – FORM

Attachment 1 – Disputes viz. prior application
Attachment 1 – Disputes viz. current application
Schedule of Values

Exhibit F: CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

Exhibit G: SUBCONTRACTOR STATEMENT OF SATISFACTION

Exhibit H: CHANGE ORDER FORM

Exhibit I: CONSENT OF SURETY TO CHANGE ORDER

Exhibit J: ALLOWANCE AUTHORIZATION RELEASE
(AAR) FORM

Exhibit K: CONSENT OF SURETY TO FINAL PAYMENT

B. SPECIAL CONDITIONS

C. TECHNICAL SPECIFICATIONS

1.3 BID PROPOSAL (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice to Apparent Low Bidder)

Exhibit A: Bid Bond Form

Exhibit B: FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT FORM

Exhibit C: CONFLICT OF INTEREST DISCLOSURE FORM

Exhibit D: DRUG-FREE WORKPLACE CERTIFICATION FORM

Exhibit E: CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

Exhibit F: CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

1.4 AGREEMENT

1.5 The Executed Bid, Payment and Performance Bonds.

1.6 All Addenda Issued by the County.

1.7 The original Specifications and Drawings.

1.8 All Supplemental Drawings Issued After Award of the Agreement.

1.9 All Field Orders, AARs, and/or Change Orders issued after Award of the Agreement.

ARTICLE 2 – DEFINITIONS

2.1 The following words and expressions shall, wherever they appear in the Contract Documents be construed as follows.

2.1.1 Addenda. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Contract Documents.

2.1.2 Agreement. The principal written agreement between the COUNTY and the CONTRACTOR that, along with other Contract Documents, sets forth the respective rights and obligations of the parties. The Agreement will be attached to and made a part of these Contract Documents as Part IV thereof.

2.1.3 Allowance Authorization Release (AAR). The written pre-approval of the COUNTY ADMINISTRATOR or his designee for Allowance Work.

2.1.4 Allowance Work. That additional or revised work described in Article 21 of this Part II of the Contract Documents.

2.1.5 Application for Payment. The formal written request of a CONTRACTOR for a progress or final payment, which is to include such supporting documentation as may be required by the Contract Documents and which is to be submitted on the most recent COUNTY-approved form.

2.1.6 Beneficial Occupancy. The status of completion of a specified portion of the Project which (in the opinion of the DIRECTOR, upon recommendation by the PROJECT MANAGER, as evidenced by a Certificate of Beneficial Occupancy) is sufficiently complete, in accordance with the Contract Documents, so that the COUNTY may utilize that portion for the purposes for which it was intended, when said use will not significantly interfere with the construction of the remaining (uncompleted) part of the Project.

2.1.7 Bid Proposal. The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.1.8 Bidder. Any natural person, partnership, corporation, limited liability company, or any other legal entity submitting a Bid Proposal for the Work.

2.1.9 BOARD. Shall mean the Board of County Commissioners of Pasco County, Florida.

2.1.10 Bonds. Bid, Performance, Payment, Warranty Bonds, and other instruments of security furnished by the CONTRACTOR and the SURETY for the CONTRACTOR in accordance with the Contract Documents.

2.1.11 Change Order (CHOR). A written order signed by the Chairman of the Pasco County Board of County Commissioners authorizing an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.1.12 Contract Documents. The Agreement between the parties and all other documents delineated in Article I of this Part II of the Contract Documents.

2.1.13 CONTRACTOR. The successful BIDDER, whether a natural person, partnership, corporation, limited company, or any other legal entity or combination thereof, with whom the BOARD has entered into the Agreement.

2.1.14 Contract Price. The total monies payable by the COUNTY to the CONTRACTOR under the Contract Documents.

2.1.15 Contract Time. The number of calendar days stated in the Agreement for Completion of the Work and for performance of any Allowance Work hereunder, as amended by one or more approved Change Orders. The first day of the Contract Time shall be the date the Chairman of the BOARD executes the Agreement (Part IV) on behalf of the COUNTY.

2.1.16 Cost of Work. With respect to Change Orders, the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the change order work, as delimited and restricted by Article 15 of this Part II of the Contract Documents.

2.1.17 COUNTY. The BOARD and the BOARD acting by and through its authorized designees, agents and employees.

2.1.18 COUNTY ADMINISTRATOR. The County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.1.19 COUNTY ENGINEER. The Director of Engineering Services of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.1.20 COUNTY PURCHASING DIRECTOR. The Purchasing Director of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

2.1.21 Day. One calendar day when used in the Contract Documents, measured from midnight to the next midnight, unless specified as a business day, in which case the term shall exclude Saturdays, Sundays, and holidays for which COUNTY offices is closed for business during any given calendar year.

2.1.22 Defective. An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

2.1.23 DEPARTMENT. Except as otherwise modified, a term that refers to the Branch, Division, Department or Office within the COUNTY that is administering the Project.

2.1.24 DIRECTOR. Except as otherwise modified, a term that refers to the Administrator or Director of the Branch, Division, Department or Office initiating and managing the Project or the authorized designee thereof.

2.1.25 Draft Payment Request. The draft of an Application for Payment, utilizing the most current COUNTY-approved Application for Payment form and designated by the word "DRAFT" in the top-right corner of each page thereof, submitted by a CONTRACTOR to the PROJECT MANAGER in advance of, and as a condition precedent to, the submission by the CONTRACTOR of the Application for Payment, for the purpose of identifying and resolving possible errors which could cause any or all amounts of the Application for Payment to be rejected as disputed pursuant to the Florida Prompt Payment Act, Florida Statutes Section 218.735.

2.1.26 Drawings. The drawings that show the character and scope of the Work to be performed and which have been prepared or approved by the PROFESSIONAL.

2.1.27 Equal/Equivalent. A product, service, component or system that is demonstrated to the satisfaction of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, to be equal to the product service, component or system specified. The DIRECTOR shall be the sole judge of acceptability of a proposed Equal/Equivalent.

2.2.28 Field Order (FO). A written direction to the CONTRACTOR from the PROFESSIONAL that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.1.29 Final Acceptance. The acceptance of the Work by COUNTY as evidenced by the signature of the PROJECT MANAGER and the DIRECTOR upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the PROJECT MANAGER and the DIRECTOR have assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out. Final Acceptance may also require inspection by certain regulatory agencies.

2.1.30 Final Total Bid Price. The ultimate bid price to be used by the COUNTY in its determination of the lowest and best Bid Proposal, which shall be calculated by the COUNTY based on the Total Bid Price submitted by a BIDDER and which may include the addition or deletion of Alternates included in the Alternate Bid Schedule submitted by the BIDDER in the Bid Proposal, as well as any allowances established and approved by the COUNTY. Upon acceptance and award of the bid, the Final Total Bid Price shall form the basis for the initial Contract Price.

2.1.31 Final Completion. The status of completion of the Work such that, in the opinion of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, as evidenced by a definitive and duly executed Certificate of Final Completion, all Work has been completed in accordance with the General Documents, and there remain no outstanding and unfinished Punch List items.

2.1.32 Non-conformance Report (NR). A written notice from the PROJECT MANAGER to the CONTRACTOR reporting on an aspect of defective work that requires the immediate correction of the same by the CONTRACTOR.

2.1.33 Notice. Any notice required or permitted by the Contract Documents. Said Notice shall be in written form. Notice shall be served upon the CONTRACTOR at the place of business given in the Contract Documents. Notice to the COUNTY shall be served at the office of the DIRECTOR.

2.1.34 Notice of Suspension. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to suspend the Work pursuant to paragraph 16.1 of Article 16 of this Part II of the Contract Documents.

2.1.35 Notice of Termination. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for reasons other than the convenience of the COUNTY, pursuant to paragraph 16.2 of Article 16 of this Part II of the Contract Documents.

2.1.36 Notice of Termination of Convenience. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for the convenience of the COUNTY pursuant to paragraph 16.2.3 of Article 16 of this Part II of the Contract Documents.

2.1.37 Notice to Apparent Low Bidder. The written notice issued by the COUNTY to the apparent low BIDDER, directing said BIDDER to complete the Contractor's Responsibility Survey (Part III – Exhibit F) and execute and submit the Agreement (Part IV) for possible submission to the BOARD.

2.1.38 Pay Quantity. When applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Bid Proposal (Part III).

2.1.39 Professional. The professional architectural/engineering firm designated to perform the design and/or resident engineer services for the Work by a prior agreement entered into between the COUNTY and said firm, or the COUNTY ENGINEER on those occasions when, and to the extent that, COUNTY shall perform the design and/or resident engineer services for the Work of a portion thereof.

2.1.40 Project. The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

2.1.41 Project Manager (PM). A natural person employed by the COUNTY and assigned to manage and administer the Project that is the subject of the Contract Documents. The PROJECT MANAGER may designate in writing a PROJECT REPRESENTATIVE to perform certain duties and responsibilities as maybe set forth in the Special Conditions.

2.1.42 Project Representative (PR). A natural person employed by the COUNTY and designated in writing by the PROJECT MANAGER, with the written concurrence of the DIRECTOR, to perform certain duties and responsibilities as set forth in the Special Conditions.

2.1.43 Punch List. A detailed list of work remaining after Substantial Completion prepared or approved by the PROJECT MANAGER with the consent of the DIRECTOR that the CONTRACTOR must complete to achieve Final Completion and a prerequisite to Final Acceptance.

2.1.44 Schedule. A plan for performing work or achieving an objective.

2.1.45 Schedule of Values. A statement furnished by the CONTRACTOR to the COUNTY reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the applications of the CONTRACTOR for progress payments.

2.1.46 Site. The area(s) on which the operations of the CONTRACTOR are carried out and such other adjacent areas that may be designated as such by the Contract Documents.

2.1.47 Specifications. Those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

2.1.48 Subcontractor. Any natural person, partnership, corporation, limited liability company, or other legal entity or combination thereof, other than employees of the CONTRACTOR, who contracts with the CONTRACTOR to furnish labor, materials, and/or equipment for the Work.

2.1.49 Submittals. All drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a CONTRACTOR, SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all such illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

2.1.50 Substantial Completion. The status of completion of the Work which, in the opinion of the DIRECTOR, upon recommendation of the PROJECT MANAGER, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended.

2.1.51 Substitution. A product, service, component or system that is not equal to that delineated in the Specifications, but which is proposed by the CONTRACTOR in lieu thereof. The acceptability of a Substitution shall be based on the data submitted and the benefit of the COUNTY, including, but not limited to, appropriate adjustments in price. The PROJECT MANAGER shall make a recommendation to the DIRECTOR with respect to any proposed substitutions, and the DIRECTOR shall be the sole judge of acceptability of any Substitution.

2.1.52 Supplemental Drawings. The drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

2.1.53 Surety. Any business entity that executes, as Surety, the Bid Performance, Payment or Warranty Bonds submitted by or on behalf of a CONTRACTOR.

2.1.54 Total Bid Price. The total price for which a BIDDER proposes to complete the Work, as submitted by a BIDDER in a Bid Proposal to the COUNTY, based on the Bid Schedule included with the Bid Proposal, but exclusive of adjustments by the COUNTY for Alternates listed in the Alternative Bid Schedule included in the Bid Proposal, and exclusive of any Allowances by the COUNTY.

2.1.55 Work. The work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all

transportation and service, including fuel, power, water, and essential communications, and for the performance of all labor, work or other operations required for the fulfillment of the Agreement in strict accordance with the specifications, schedules, drawings and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the PROFESSIONAL from time to time during construction in explanation of said Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the COUNTY.

ARTICLE 3 –PRELIMINARY MATTERS

3.1 Delivery of Bonds and Other Documents. When the BIDDER delivers the executed Agreement to the COUNTY, Payment and Performance Bonds shall be delivered as may be required in accordance with these Contract Documents. A Warranty Bond on the completed Work, to ensure that the Warranty obligations of the CONTRACTOR will be fulfilled, shall be delivered to the COUNTY in accordance with these Contract Documents as a prerequisite to the issuance of a Certificate of Substantial Completion, unless such coverage has otherwise been provided under the express terms of a Performance Bond. ***UNLESS THE DIRECTOR OR PURCHASING DIRECTOR HAS GRANTED AN EXTENSION OF TIME TO THE CONTRACTOR, THE FAILURE OF THE CONTRACTOR TO SUBMIT BONDS OR ANY OTHER DOCUMENTATION REQUIRED BY THESE CONTRACT DOCUMENTS TO THE COUNTY IN A TIMELY MANNER SHALL CONSTITUTE GROUNDS FOR THE TERMINATION BY THE COUNTY OF THE AGREEMENT FOR CAUSE.***

3.2 Commencement of Contract Time. The Contract Time shall commence on the date specified in the County's written Notice to Proceed. Such Notice will be issued by the County after execution of the Agreement (Part IV) by the Chairman of the BOARD on behalf of the COUNTY.

3.3 Commencement of the Project. The CONTRACTOR shall begin the Work on the date the Contract Time commences. No work shall be done prior to the date on which the Contract Time commences. ***Any Work performed by the CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk of the CONTRACTOR.***

3.4 Before Commencement of Each Part of the Work

3.4.1 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the PROJECT MANAGER any conflict, error, or discrepancy that it may discover. However, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error, or discrepancy in the Drawings or Specifications unless the CONTRACTOR had actual knowledge thereof, or if the CONTRACTOR, by the exercise of reasonable diligence, should have known thereof.

3.4.2 At the pre-construction conference the CONTRACTOR shall submit to the PROJECT MANAGER a proposed preliminary progress schedule covering the activities of Work. The schedule shall also include start and completion dates of the various stages of the entire Work and a preliminary schedule of submittals. The preliminary schedule will be superseded by final schedules as called for in the Contract Documents.

3.4.3 The CONTRACTOR or SUBCONTRACTORS shall perform no work, and no irrevocable commitments to vendors made, until the Contract Time commences.

3.5 Qualifications of Subcontractors, Vendors, and Suppliers

3.5.1 Within ten (10) days after receipt of Notice to Apparent Low Bidder, or prior to the award of the bid by the County (whichever is earlier) the CONTRACTOR shall submit to the PROJECT MANAGER a list of all SUBCONTRACTORS and all such other persons and organizations whom the CONTRACTOR intends to utilize in performing portion of the Work. The CONTRACTOR shall indicate the corresponding line item as shown on the Schedule of Values under which each SUBCONTRACTOR will be working.

3.5.2 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove from the Project any personnel employed or retained by the CONTRACTOR, whom DIRECTOR may request in writing to be removed, with or without cause. Any substitution submitted by CONTRACTOR must be acceptable to the DIRECTOR and said substitution shall be at no additional cost to the COUNTY.

3.5.3 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove and replace any SUBCONTRACTOR employed or retained by the CONTRACTOR, whom DIRECTOR shall request in writing to be removed, with cause. If DIRECTOR requires the removal of any SUBCONTRACTOR, the CONTRACTOR shall submit a substitute acceptable to DIRECTOR and said substitution shall be at no additional cost to the COUNTY.

3.5.4 The CONTRACTOR may remove or replace a SUBCONTRACTOR employed or retained by the CONTRACTOR only with the prior written approval of the DIRECTOR. Said approval shall not be issued absent submission by the CONTRACTOR to the DIRECTOR of evidence, acceptable to the DIRECTOR, that the SUBCONTRACTOR to be removed or replaced has been paid in full for all services and material rendered by the SUBCONTRACTOR in connection with the Project.

3.6 Pre-construction Conference. Within ten (10) days following the award of bid by the BOARD, a conference shall be held for review and acceptance of the preliminary schedules (see 3.4.2 above), to establish procedures for handling submittals and process Applications for Payment, and to establish a working understanding among the parties as to the Work. These items are discussed in greater detail in the Special Conditions and/or Technical Specifications.

ARTICLE 4 – CONTRACT DOCUMENTS; INTENT, CONFLICTS, INTERPRETATION, AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the COUNTY and CONTRACTOR concerning the Work and may be altered only by Change Order.

4.1.2 It is the intent of the Contract Documents to describe the total Work to be constructed. The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall call it to the attention of the PROFESSIONAL in writing before proceeding with the Work. The PROFESSIONAL shall respond with a written clarification as provided in Article 10. Any delays associated with the clarification shall be considered for time extensions only and *no damages for delay will be allowed*, absent fraud, bad faith, or active interference on the part of the COUNTY accompanied by actual malicious intent to delay. In resolving such conflicts, errors, and discrepancies, the Contract Documents shall be given precedence in terms of the most stringent requirements as determined by the DIRECTOR. Enforcement of the most stringent requirements shall be at the option of the COUNTY. Figure dimensions on the Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for Work, materials, or equipment described in words that, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

4.2 Reuse of Documents. Neither the CONTRACTOR nor any SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor shall have or acquire any title or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared by, or bearing the seal of, the PROFESSIONAL, and they shall not reuse any of them on extensions of the Project or in connection with any other project.

ARTICLE 5 – PROJECT CONDITONS

5.1 Availability of Lands

5.1.1 The COUNTY shall furnish, at the times indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands that are designated for use by the CONTRACTOR. The COUNTY shall obtain easements for permanent structures or permanent changes in existing facilities unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the furnishing of these lands or easements by the COUNTY constitutes a valid reason for an extension of the Contract Time, the CONTRACTOR may make a claim for such time extension as provided for in Articles 11 and 13, *but in no event will the CONTRACTOR be entitled to any damages or additional compensation for such delay*, absent fraud, bad faith, or active interference on the part of the COUNTY accompanied by actual malicious intent to delay. The CONTRACTOR shall provide for all additional lands and access thereto

that may be required for temporary construction facilities or storage of materials and equipment.

5.1.2 Upon request, the PROJECT MANAGER shall furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.

5.2 Unknown or Concealed Conditions

5.2.1 If conditions are encountered, excluding existing utilities, at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions, of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the CONTRACTOR shall give the COUNTY notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

5.2.2 The PROJECT MANAGER and the PROFESSIONAL shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work by the CONTRACTOR, the PROJECT MANAGER shall recommend to the DIRECTOR, for presentation to the BOARD, an equitable adjustment in the Contract Price or Contract Time, or both. If the PROFESSIONAL and the PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Agreement is justified, the PROJECT MANAGER shall notify the CONTRACTOR of the determination in writing. The Work shall be performed after the PROJECT MANAGER provides direction.

5.2.3 The CONTRACTOR shall ascertain such conditions, described in 5.2.1 as may be readily determined by inspection and inquiry, such as the location, accessibility, and general character of the Site, prior to submitting a Bid Proposal.

5.2.4 The basis of determining payment for unknown or concealed conditions involving excavation and/or fill shall be by representative cross-sections taken before, and after, the performance of the Work by the CONTRACTOR.

5.3 Reference Points. The PROFESSIONAL shall establish on the Drawings such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR shall establish the coordinates and elevations of two permanent benchmarks on the site. The CONTRACTOR shall establish construction control including, but not limited to construction baseline, any additional temporary benchmarks, and elevations at 1000-foot intervals by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The CONTRACTOR shall be responsible for the layout of the Work, shall protect and preserve the established reference points and shall make no changes or relocations to them without the prior written approval of the PROFESSIONAL. The CONTRACTOR shall, within forty-eight (48) hours, give notice to the PROJECT MANAGER or Project Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The CONTRACTOR shall replace and accurately relocate all reference points so

lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

5.4 Existing Utilities. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the COUNTY. Prior to commencing work, the CONTRACTOR shall be responsible for verification of the location of all underground utilities to the extent that the utilities can be reasonably located. The CONTRACTOR shall, at a minimum, contact all utility companies for the purpose of having all utilities located by the utility companies. The CONTRACTOR shall clear and grub those areas identified by the affected utility as essential to its work. Furthermore, the CONTRACTOR shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the PROJECT MANAGER. The COUNTY shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the CONTRACTOR using reasonable means. If the CONTRACTOR fails to fulfill its due diligence investigation or negligently conducts the due diligence investigation with respect to existing utilities prior to the commencement of Work, the CONTRACTOR will be deemed to have waived any claim the CONTRACTOR might otherwise have had to an adjustment of the Contract Price or Contract Time. If the CONTRACTOR fully performs a due diligence investigation with respect to existing utilities prior to the commencement of Work, and the CONTRACTOR is subsequently delayed by an unknown existing utility conflict, the CONTRACTOR may make a claim for an extension to the Contract Time in accordance with the requirements of the Contract Documents, but in no event will the CONTRACTOR be entitled to any damages or additional compensation from the COUNTY.

ARTICLE 6 – BONDS, INSURANCE AND INDEMNIFICATION

6.1 Performance and Payment Bonds. The CONTRACTOR shall execute a Performance Bond and a Payment Bond as shown in Part II, Exhibits A and B, or furnish acceptable alternative forms of security as stipulated in the Instruction To Bidders (Part I) as security for the faithful performance and payment by the CONTRACTOR of all obligations of the CONTRACTOR under the Contract Documents. The CONTRACTOR shall cause each such bond (or acceptable alternative) to be in an amount equal to 100% of the Contract Price, as said Contract Price may be adjusted from time to time by an appropriate Change Order. Additionally, each such bond shall be as shown on the attached forms and shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, who is otherwise acceptable to the COUNTY. Said executed Performance Bond and Payment Bond shall be provided to the COUNTY by the CONTRACTOR prior to submission of the Agreement (Part IV) to the BOARD for its approval and execution. Prior to commencing work, it shall be the responsibility of the CONTRACTOR to record in the Public Records of the COUNTY the executed Performance Bond and Payment Bond.

6.2 Warranty Bond. The CONTRACTOR shall execute a Warranty Bond in a form acceptable to the COUNTY, or furnish acceptable alternative forms of security for the faithful performance by the CONTRACTOR of the obligation of the CONTRACTOR to warranty and guarantee the Work under the Contract Documents, unless coverage is already provide

under the express terms of a Performance Bond. The CONTRACTOR shall cause said Warranty Bond (or acceptable alternative) to be in an amount sufficient to guarantee the Work pursuant to Article 14 of this Part II, as said Work may be adjusted from time to time by an appropriate Change Order. Each such bond shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, that is otherwise acceptable to the COUNTY, and delivered to the COUNTY immediately before, and as a condition of Substantial Completion.

6.3 Insurance of the Contractor

6.3.1 During the life of this Agreement, the CONTRACTOR shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 8 or better, authorized to transact business in the State of Florida, and which are satisfactory to the COUNTY. Promptly after the issuance by the COUNTY of the Notice to Apparent Low Bidder of this Agreement, and prior to submission of the Agreement (Part IV) to the BOARD for its approval and execution, the CONTRACTOR shall provide to the COUNTY evidence of insurance coverage of the types, and in the amounts, required hereunder by submitting executed Certificates of Insurance, the preferred form of which is found at Exhibit III. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, the CONTRACTOR shall provide certified true and exact copies of all required policies and of endorsements to the COUNTY within sixty (60) days of the issuance by the COUNTY of the Notice To Apparent Low Bidder.

6.3.2 All policies of insurance mandated by this Agreement shall require that the insurer give the COUNTY thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by First-Class U.S. Mail to: Director, Risk Management Division – Pasco County, West Pasco Government Center- Suite 330, 7530 Little Road, New Port Richey, Florida, 34654-5598. In the event of any reduction in the aggregate limit of any policy, the CONTRACTOR shall immediately restore such limit to the amount required herein.

6.3.3 All insurance coverage provided by the CONTRACTOR shall be primary to any insurance or self-insurance program of the COUNTY that is applicable to the Work provided for in this Agreement.

6.3.4 Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Contract Documents does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

6.3.5 No work for the COUNTY shall commence, nor occupancy by the CONTRACTOR of any of its property take place, until the required Bonds, Certificates of

Insurance, and copies of the associated policies, if requested, are received by the COUNTY, even if the Contract Time has commenced.

6.3.6 The insurance coverage and limits required of the CONTRACTOR under the Contract Documents are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program for the CONTRACTOR. CONTRACTOR shall be responsible for the sufficiency of its own insurance program. Should the CONTRACTOR have any questions concerning its exposures to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.

6.3.7 If the insurance coverage initially provided by the CONTRACTOR is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the COUNTY thirty (30) days prior to expiration of current coverage.

6.3.8 Should the CONTRACTOR fail to maintain any of the insurance coverage required by the Contract Documents, the COUNTY may, at its option, either terminate this Agreement for default, or procure and pay for such coverage, charging the CONTRACTOR for, and deducting the costs of, the same from payments due the CONTRACTOR. A decision by the COUNTY to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

6.3.9 All liability insurance policies obtained by the CONTRACTOR to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the COUNTY, its employees and agents, and the PROFESSIONAL shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverage provided under this Section shall apply to all the activities of the CONTRACTOR under the Contract Documents without regard for the location of such activity.

6.3.10 Coverage. Amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent.

6.3.10.1 Worker's Compensation and Employer's Liability Insurance. The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of subrogation as part of this coverage. The amount of each insurance shall not be less than:

- | | | | |
|----|-----------------------|---|--|
| a. | Workers' Compensation | - | Florida Statutory Requirements |
| b. | Employer's Liability | - | \$100,000.00 Limit Each Accident
\$500,000.00 Limit Disease Aggregate

\$100,000.00 Limit Disease Each Employee |

6.3.10.2 Commercial General Liability Insurance. Coverage shall include, but not limited to, Personal and Advertising Injury coverage, Contractual coverage for this AGREEMENT, including any hold harmless and/or indemnification agreement(s), coverage for Independent Contractors, and Broad Form Property Damage coverage. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$ 500,000.00
Each Occurrence	\$2,000,000.00
Fire Damage (Any One Fire)	\$ 50,000.00
Specific Contract Aggregate Limits	\$ (same as above)

- a. The Aggregate Limits shall be separately applicable through the use of the endorsement attached hereto as Exhibit D or its equivalent according to the Risk Management Division of the COUNTY.
- b. If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the occurrence" form, the retroactive date for coverage shall be no later than the date the Contract Time commences and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

6.3.10.3 Business Automobile Liability Insurance. Coverage shall be maintained by the CONTRACTOR as to ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

- a. Bodily Injury & Property Damage Liability:
\$1,000,000.00 Combined Single Limit Each Accident

6.3.10.4 All Risk Coverage. For purposes of this Agreement, **Builder's Risk** coverage is ___/is not **X** required; **Installation Floater** coverage is ___/is not **X** required. If either or both are required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements:

- a. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the COUNTY. All coverage and endorsements must be on forms acceptable to the COUNTY. The CONTRACTOR shall pay any and all premiums for this insurance, with any deductibles being the sole responsibility of the CONTRACTOR. If both Builder's Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence for this project:

\$ _____ n/a _____.

- b. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the project.
- c. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

6.3.11 Certificates of Insurance. Certificates of Insurance evincing the insurance coverage specified in paragraphs 6.3.10.1 through 6.10.3 inclusive, and in paragraph 6.2.10.4, when required, shall be filed with the Purchasing Department within ten (10) days of the Notice To Apparent Low Bidder. The required Certificates of Insurance shall name the types of policies provided, and shall refer specifically to this Agreement.

6.4 Untimely Submission. The failure of the CONTRACTOR to submit the required Payment Bond, Performance Bond, and Certificates of Insurance within the times required by this Article may result in a delay in issuing the Award. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the CONTRACTOR to a change in the Contract Price of Time.

6.5 Indemnification

6.5.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Construction Contract.

6.5.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.5.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits,

demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

6.5.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 6.5.1-6.5.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

6.5.5 With respect to, and in consideration for, the indemnifications provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR as a, separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.

6.5.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article 6 shall be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 7 – RESPONSIBILITIES OF THE CONTRACTOR

7.1 Supervision and Superintendence. The CONTRACTOR shall supervise and direct the Work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The CONTRACTOR shall be responsible for seeing that the finished work complies accurately with the Contract Documents. The CONTRACTOR shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The CONTRACTOR shall attend meetings as requested by the PROJECT MANAGER.

7.1.1 The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the PROJECT MANAGER except under extraordinary circumstances. The CONTRACTOR shall provide Notice to the COUNTY of the identity of the superintendent at the Pre-construction Conference, and the COUNTY shall at that time be provided with a 24-hour, 7 days-per-week telephone number for the superintendent which shall remain valid until Final Completion. The superintendent shall be the representative of the CONTRACTOR at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

7.2 Labor, Materials, and Equipment. The CONTRACTOR shall provide and pay for competent, suitable, qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order on the Site.

7.2.1 The CONTRACTOR shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

7.2.3 All materials and equipment shall meet or exceed contract specifications and, except as may otherwise be provided in the Contract Documents, shall be new and of good quality. When requested by the PROJECT MANAGER, the CONTRACTOR shall furnish promptly a statement of the origin, compositions, and manufacture of any and all materials to be used in the construction of the Work, together with samples that may be subjected to the tests provided for in the Specifications, to determine their quality and fitness for the Work. The CONTRACTOR shall further promptly supply, at the request of the PROJECT MANAGER, certification from the supplier of any material to be incorporated into the Work that said material meets or exceeds the Specifications.

7.2.4 At any time during the course of the CONTRACT, with respect to any and all materials and equipment to be used in the construction of the Work, the PROJECT MANAGER may request, and upon such request the CONTRACTOR shall furnish in form and substance satisfactory to the PROJECT MANAGER within ten (10) days, documentation which provides reasonable assurances to the COUNTY that the CONTRACTOR will be able to furnish said materials and equipment, all of proper quality and quantity, at bid prices, in a timely manner. Any and all risk of fluctuation in the market price of materials or equipment, or the availability thereof, shall remain at all times the sole responsibility of the CONTRACTOR.

7.3 Substitute Materials or Equipment. In the event the CONTRACTOR notifies the PROJECT MANAGER that certain materials or equipment described in the CONTRACT cannot be procured by the CONTRACTOR for the project, or should the DIRECTOR, upon the recommendation of the PROJECT MANAGER, find to be inadequate the documentation submitted by the CONTRACTOR in response to a request for reasonable assurances of ability to furnish the materials or equipment as described above, the COUNTY may, as its option:

- a. Waive any specification with respect to said materials or equipment, authorize acceptable substitute materials or equipment, and make an appropriate adjustment to the amounts due the CONTRACTOR for the cost of said materials or equipment, including labor, and other expenses associated with the change; or
- b. Procure the materials or equipment itself and charge the actual cost thereof, including labor and other incidental expenses incurred by the COUNTY, to the CONTRACTOR by deducting said costs and expenses from amounts otherwise due the CONTRACTOR.

Approval of any change in costs or schedule as a result of tentative acceptance of the substitute by the DIRECTOR, based on the recommendation of the PROJECT MANAGER, shall be by Changer Order.

7.4 Concerning Subcontractors

7.4.1 The CONTRACTOR may not subcontract overall management obligations pertaining to the Work, or any substantial component thereof, and not more than forty percent (40%) of the Work shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations under the Contract Documents. The CONTRACTOR shall further be fully responsible for all acts and omissions of SUBCONTRACTORS, and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if the CONTRACTOR had employed them. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the COUNTY or any obligation on the part of the COUNTY to pay or to see to the payment of any monies due any SUBCONTRACTOR, except as may otherwise be required by law. The COUNTY may furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR for specific Work done.

7.4.2 Any divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.4.3 The CONTRACTOR agrees to bind specifically every SUBCONTRACTOR, by way of an appropriate written agreement, to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions, Special Conditions, and Technical Specifications, for the benefit of the COUNTY.

7.4.4 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages cause by fire or other perils covered by insurance, except such rights as they may have to proceeds of such insurance held by the COUNTY as trustee. The CONTRACTOR shall pay each SUBCONTRACTOR an appropriate amount determined by value of Work, of any insurance monies received by the CONTRACTOR under this insurance.

7.4.5 County as Intended Beneficiary of Subcontracts. The COUNTY shall be an intended substantial beneficiary of the written agreements between the CONTRACTOR and its SUBCONTRACTORS.

7.5 Patent Fees and Royalties. The CONTRACTOR shall pay all license fees and royalties, and shall assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.

7.6 Permits. The CONTRACTOR shall secure and pay all construction permits, licenses, governmental charges and inspection fees, and all public utility charges that are applicable and necessary for the execution of the Work at the time of its Bid. A permit allowance may be established in the Bid Proposal. In the absence of a permit allowance being established, all permit costs shall be included in the base bid. Permits, if any, which are provided and paid for by the COUNTY, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only, and *no damages or additional compensation for delay will be allowed.*

7.7 Laws and Regulations. The CONTRACTOR shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, the CONTRACTOR will notify the PROJECT manager promptly in writing. An appropriate Change Order shall then be used to institute any necessary changes. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the PROJECT MANAGER, the CONTRACTOR shall bear all related costs.

7.7.1 LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the contractor/ vendor/ named party (Insert Appropriate Party Reference) verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/ vendor/ named party (Insert Appropriate Party Reference) during the term of the Agreement a

violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the County.

7.8 Use of Premises. The CONTRACTOR shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the area permitted by law, ordinances, permits, or the requirements of the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the materials or equipment of the CONTRACTOR or of any SUBCONTRACTOR shall be solely at the risk of the CONTRACTOR.

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

7.8.2 The COUNTY shall retain ownership of any usable material on the Premises such as fill, millings, etc. unless otherwise specified by the County at the pre-construction meeting.

7.9 Record Drawings

7.9.1 The CONTRACTOR shall keep at the Site and in good order one record copy of the Contract Documents, the Construction Plans, and the Shop Drawings. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the PROFESSIONAL and the PROJECT MANAGER and shall be submitted to the PROJECT MANAGER prior to, or contemporaneously with, the Application for Final Payment. The CONTRACTOR shall provide record drawings in accordance with the Technical Specifications.

7.9.2 For water and wastewater facilities, the minimum requirements for record drawings are specified in the Special Conditions.

7.10 Safety and Protection

7.10.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work during the term of the Agreement. The CONTRACTOR shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

- a. All employees on the Work and other persons who may be affected by it;
- b. All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether the CONTRACTOR has transferred the title of the stored equipment or materials to the COUNTY; and

- c. Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.10.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work or as otherwise required or directed by the COUNTY, all necessary safeguards for safety and protection of persons and property throughout the term of the Agreement. CONTRACTOR shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable shall be remedied by the CONTRACTOR.

7.10.3 The CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. This person shall be the superintendent of the CONTRACTOR unless otherwise designated in writing by the CONTRACTOR to the PROJECT MANAGER.

7.11 Emergencies. In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the PROJECT MANAGER, and then only if time or circumstances do not permit such special instructions or authorization, is obligated to prevent or mitigate threatened damage, injury, or loss. The CONTRACTOR shall give the PROJECT MANAGER written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the CONTRACTOR believes the emergency resulted in additional Work, and otherwise untimely claim for a Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.11.1 The CONTRACTOR shall immediately notify the PROJECT MANAGER of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other events resulting in property damage of any amount within five (5) days of the occurrence of each such event.

7.11.2 The PROJECT MANAGER upon learning of an emergency situation threatening the safety of persons or the integrity of property shall immediately report the circumstances to the DIRECTOR. If the DIRECTOR is unavailable to provide direction, or if the circumstances do not allow the PROJECT MANAGER a reasonable opportunity to seek guidance from the DIRECTOR, the PROJECT MANAGER may direct the CONTRACTOR to call out work crews, equipment and materials to prevent threatened damage, injury or loss. The CONTRACTOR shall be obligated to comply with any directions issued by the PROJECT MANAGER when the PROJECT MANAGER has determined that an emergency situation exists. If the CONTRACTOR believes the emergency resulted in additional work, an otherwise untimely claim for Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.12 Submittals and Samples

7.12.1 After checking and verifying all field measurements, the CONTRACTOR shall promptly submit to the PROFESSIONAL for approval, in accordance with the accepted schedule of submittals, all Submittals required by the Contract Documents. All Submittals shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the PROFESSIONAL may require. The data shown on or with the Submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the PROFESSIONAL to review the Submittal as required. At the time of each submission, the CONTRACTOR shall give notice to the PROFESSIONAL of all deviations that the Submittal or sample may have from the requirement of the Contract Documents.

7.12.1.1 The CONTRACTOR shall submit to the PROJECT MANAGER for review and recommendation to the DIRECTOR for approval, within ten (10) days after Notice To Apparent Low Bidder, a preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts insufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work that will be confirmed in writing by the CONTRACTOR at the time of submittal.

7.12.1.2 The PROFESSIONAL shall review and approve Submittals. This review and approval by the PROFESSIONAL shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the PROFESSIONAL and resubmit the required number of corrected copies until approved. The signature, initials, or stamp of approval of the CONTRACTOR on any Submittal shall constitute its representation to the PROFESSIONAL and COUNTY that the CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each Submittal has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.12.1.3 No Work requiring a Submittal shall commence until the PROFESSIONAL has approved the Submittal. A copy of each approved Submittal shall be kept in good order by the CONTRACTOR at the Site and shall be available to the PROFESSIONAL and COUNTY staff. Any delays associated with the submittal process will be considered for time extensions only, and *no damages or additional compensation for delay will be allowed*. No time extensions will be allowed for delays not attributable to either the COUNTY or the PROFESSIONAL.

7.12.1.4 The approval by the PROFESSIONAL of Submittals shall not relieve the CONTRACTOR of its responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has called the attention of the PROFESSIONAL and the PROJECT MANAGER to such deviation in writing at the time of submission, and the PROJECT MANAGER, with the consent of the DIRECTOR, has given written approval to the

specific deviation; any such approval by the PROFESSIONAL alone shall not relieve the CONTRACTOR from responsibility for errors or omissions in the Submittals.

7.12.1.5 To facilitate review, the CONTRACTOR shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any re-submittal required shall have the same number as the original Submittal followed by notation signifying that this is a second or third Submittal (e.g. "#14-2nd submittal"). All Submittals shall provide a space for the review stamp of the PROFESSIONAL, preferably on the first page. In addition, all Submittals shall contain the following notation completed by the CONTRACTOR:

Project Number and Name: _____

Submittal Number: _____

Deviations: _____

None: _____

As listed: _____

Reference Specification Number: _____

Reference Drawing Number: _____

Space Requirement: _____

As designed: _____

Different, as listed: _____

Contractor has reviewed and submitted for approval.

Signature: _____ Date: _____

The review of a particular Submittal will be undertaken only if the above such information is provided.

7.13 Cleaning Up. The CONTRACTOR shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis or as required. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by the COUNTY. In addition to any other rights available to COUNTY under the Contract Documents, the failure of the CONTRACTOR to maintain the Site may result in the withholding by the COUNTY of any amounts due CONTRACTOR. The CONTRACTOR will restore to original condition those portions of the Site not designated for alteration by the Contract Documents.

ARTICLE 8 – WORK BY OTHERS

8.1 The COUNTY may perform additional work related to the Project with its own forces, or may carry out such work through direct contract with third-party contractors. The CONTRACTOR shall provide any third-party contractors, including, but not limited to, the

employees, agents, subcontractors, and suppliers of such third-party contractors (or of the forces of the COUNTY performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment, and for the execution of work, and shall properly connect and coordinate its Work with theirs. The CONTRACTOR is not entitled to exclusive use of the Site. The COUNTY reserves the right to accept or reject work related to the Project based on the quality of work performed by the CONTRACTOR or its SUBCONTRACTORS.

8.2 If any part of the Work of the CONTRACTOR depends (for proper execution or results) upon the work of any such third-party contractor (or of the COUNTY), the CONTRACTOR will inspect and promptly report to the PROJECT MANAGER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results with respect to the Work. The failure of the CONTRACTOR to so report shall constitute an acceptance of the other work, except as to defects and deficiencies that may appear in the other work after the execution of its Work. The CONTRACTOR shall be entitled to extension of time, *but not to damages or additional compensation from the COUNTY related to delay*, whether caused by such third-party contractors, or the COUNTY, absent fraud, bad faith, or active interference by the COUNTY which is accompanied by an actual malicious intent on the part of the COUNTY to cause delay.

8.3 The CONTRACTOR will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by such third-party work. The CONTRACTOR will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the PROJECT MANAGER, and only if such alteration will not increase the Contract Price or Contract Time.

8.4 If the performance of additional work by third-party contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Agreement, written notice shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the COUNTY or others involves additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim as provided in Articles II, 12, and 13.

ARTICLE 9 -- RESPONSIBILITIES OF THE COUNTY

9.1 The COUNTY shall issue all communications to the CONTRACTOR through the PROJECT MANAGER, except for authorization required by Change Order pursuant to the Contract Documents.

9.2 The COUNTY shall furnish the data required under the Contract Documents, and shall make payments to the CONTRACTOR when due as provided in Article 13.

9.3 The responsibilities of the COUNTY for providing lands, easements, and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – STATUS OF THE PROFESSIONAL DURING CONSTRUCTION

10.1 County's Representative. The PROFESSIONAL shall be a representative of the COUNTY during the construction period. The duties, responsibilities, and limitations of authority of the PROFESSIONAL as the COUNTY'S representative during construction are set forth in these General Conditions, and shall not be extended without written designation from the Department administering the Project.

10.2 Visits to the Site. The PROFESSIONAL shall make periodic visits to the Site 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.

10.3 Clarifications and Interpretations. The PROFESSIONAL shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the CONTRACTOR, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price, and/or Contract Time, the CONTRACTOR may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work. The PROFESSIONAL has the authority to disapprove or reject Work that is defective. The PROFESSIONAL also has authority to require special inspection or testing of the Work at the CONTRACTOR'S expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed.

10.5 Resident Engineer. The PROFESSIONAL may furnish a full or part-time Resident Engineer and other personnel to assist it in carrying out services at the Site. The duties, responsibilities, and limitations of authority of any such Resident Engineer and other personnel are set forth in the Special Conditions, if applicable.

10.6 Decisions on Disagreements. The PROFESSIONAL shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If CONTRACTOR disagrees with the opinion of the PROFESSIONAL, CONTRACTOR shall refer claim, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents initially to the PROJECT MANAGER in writing with a request for a formal decision. The PROFESSIONAL will render in writing an opinion concerning the request of the CONTRACTOR for a formal decision and shall submit same to the PROJECT MANAGER. After receipt of the written opinion of the PROFESSIONAL and all information requested from CONTRACTOR, the PROJECT MANAGER shall make a recommendation to the DIRECTOR, who shall then render a formal decision in writing. Written notice of each such claim, dispute, and other matter shall be delivered by the CONTRACTOR to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim, dispute, or other matter. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said first occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR, allows additional time. If CONTRACTOR fails to comply strictly with these notice and submittal time periods, the CONTRACTOR shall be deemed to have waived its right to assert any claim that the CONTRACTOR might otherwise have had concerning any such matter.

10.7 Limitations on the Responsibilities of the Professional. Neither the authority of the PROFESSIONAL to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise such authority, shall give rise to any duty or responsibility of the PROFESSIONAL to the CONTRACTOR, any SUBCONTRACTOR, or any of their respective agents or employees.

10.7.1 The PROFESSIONAL shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The PROFESSIONAL shall not be responsible for the failure of the CONTRACTOR to perform the Work in accordance with the Contract Documents.

10.7.2 The PROFESSIONAL shall not be responsible for the acts or omissions of the CONTRACTOR, any SUBCONTRACTORS, any of their respective agents or employees, or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Without invalidating the Agreement, the COUNTY may from time to time, order additions, deletions, or revisions in the Work. The CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of Work, the PROJECT MANAGER, with the consent of the DIRECTOR, may order the partial suspension of any Work related to the proposed deletion, in which case the CONTRACTOR must cease performance as directed; the CONTRACTOR shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

11.2 Additional Work performed by the CONTRACTOR without authorization, as represented by a properly executed Change Order approved by the BOARD, will not entitle the CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of a *bona fide* emergency as provided in Article 7. No employee or representative of the COUNTY including, but not limited to, the PROJECT MANAGER and the DIRECTOR, has the authority to approve a Change Order on behalf of the COUNTY. ***The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.***

11.3 Upon agreement between the PROJECT MANAGER and the CONTRACTOR as to changes in the Work to be performed, subject to consent of the DIRECTOR, or with respect to a claim by the CONTRACTOR for Work performed in an emergency as provided in Article 7, the CONTRACTOR will prepare a written Change Order to be signed and submitted to the PROJECT MANAGER and/or the Architect (as directed by the County) for transmission by the DIRECTOR to the BOARD for approval.

11.4 It is the responsibility of the CONTRACTOR to notify its SURETY of any changes affecting the general scope of the Work, Contract Price, or Contract Time and to secure the written consent of the Surety to any such changes.

11.5 In the absence of agreement between the PROJECT MANAGER and the CONTRACTOR or consent of the DIRECTOR as provided in paragraph 11.3, the COUNTY may, in its sole discretion, issue a unilateral Change Order to the CONTRACTOR. Pricing of the unilateral Change Order will be in accordance with Section 12.1.5. The Change Order will specify a price, and if applicable, a time extension determined to be reasonable by the COUNTY. If the CONTRACTOR fails to sign said Change Order, the CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Change Order.

11.6 Should the CONTRACTOR make a claim for an increase in Contract Time or an increase in Contract Price, then upon the request of the PROJECT MANAGER, the claim shall be accompanied by an affidavit stating that:

- a. The claim is made in good faith;
- b. The supporting data have been thoroughly reviewed by the CONTRACTOR and are accurate and complete to the best knowledge and belief of the CONTRACTOR; and
- c. The amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable.

Absent such affidavit, if requested by the PROJECT MANAGER, the claim will not be considered. Submission of the affidavit shall be a condition precedent to the commencement by the CONTRACTOR of any action at law or in equity against the COUNTY.

11.7 If the COUNTY determines the CONTRACTOR has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious request for a Change Order or Claim, the COUNTY shall deduct from any amounts due the CONTRACTOR the costs incurred by the COUNTY in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by the COUNTY or its PROFESSIONAL to review and respond to the requested Change Order or Claim.

11.8 The CONTRACTOR shall proceed diligently with performance of the Work as directed by the COUNTY, regardless of pending claims or actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price is as defined in Paragraph 2.1.14. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.

12.1.2 The Contract Price represents the total compensation to which the CONTRACTOR may be entitled under the terms of these Contract Documents, which Contract Price is based upon the estimated quantities of items listed therein or a lump sum

price. The actual total compensation paid to the CONTRACTOR for the Work described in these Contract Documents may vary due to:

- a. Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or
- b. Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

12.1.3 The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances necessitating an increase. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said occurrence, unless the DIRECTOR, in his absolute discretion, allows additional time.

12.1.4 Except as provided for in Section 12.1.5, any Change Order adjusting the compensation to be paid to the CONTRACTOR shall be priced in accordance with the following procedures:

12.1.4.1 Unit Prices Included in the Bid Proposal. The CONTRACTOR and the COUNTY recognize and acknowledge that the quantities shown for those items designated in the Bid Proposal (Part III) as unit price items are approximations prepared by the COUNTY for bid purposes and that the actual compensation payable to the CONTRACTOR for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Project as originally defined in the Contract Documents. When it is determined by the COUNTY that an addition, deletion, or revision to the Project, as defined in these Contract Documents, is required and affects the quantities required for items designated in the Bid Proposal (Part III) as unit price items, the CONTRACTOR and the COUNTY agree that the compensation payable to the CONTRACTOR for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Proposal (Part III) to the quantity of the unit price item required to complete the Project as defined in the Contract Documents.

12.1.4.2 Unit Prices Not Included in the Bid Proposal. Unit prices for items not designated in the Bid Proposal (Part III), but which have been mutually agreed upon by the COUNTY and the CONTRACTOR, may be utilized in determining the actual compensation payable to the CONTRACTOR based upon field measured quantities.

12.1.4.3 Lump Sum. When it is determined by the COUNTY that an addition, deletion, or revision to the Project is required, resulting in a change in Work designated in the Bid Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.5 If the pricing methods specified in Article 12.1.4 are inapplicable, or if the parties are unable to agree on a price for the changed work, the COUNTY shall establish a reasonable price for the same in accordance with Article 12.2. The COUNTY shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with

paragraph 11.5. The CONTRACTOR shall perform the Work as directed in the Change Order.

12.1.6 Failure on the part of the CONTRACTOR to construct any item to plan, or in conformity with authorized dimensions and within the specification tolerances set forth herein, shall result in:

- a. Reconstruction to acceptable tolerances, at no additional cost to the COUNTY;
- b. Acceptance at no pay; or
- c. Acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the COUNTY.

The COUNTY shall make determinations of the aggregate monetary change for items identified as lump sum quantities based upon an analysis of the score of the failure of the CONTRACTOR to construct to plan or in conformity with authorized dimensions and within applicable specification tolerances.

12.2 Cost of Work

12.2.1 The term "Cost of Work", when used in connection with Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the change order work. Except as may be agreed to in writing by the PROJECT MANAGER, such costs shall be in amounts no higher than those prevailing in the relevant market for substantially similar work associated with projects akin to the Project, and shall be limited to the following categories:

- a. Actual cost of Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave) to perform change order work;
- b. Owned Equipment (at lowest applicable equipment rate manual rate);
- c. Rented Equipment (at actual rental rates);
- d. Materials;
- e. Costs of SUBCONTRACTOR;
- f. Extra Bonds and Insurance;
- g. Fee of CONTRACTOR (per Article 12.3).

12.2.2 The CONTRACTOR shall require all SUBCONTRACTORS and suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work", when used in connection with Change Orders, shall not include any of the following:

a. Payroll costs and other compensation of the officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, job superintendents, project managers, and clerks of the CONTRACTOR, and all personnel employed by the CONTRACTOR, whether at the Site, at the principal office of the CONTRACTOR, at a branch office of the CONTRACTOR, or elsewhere, for general administration of the change order work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Fee of the CONTRACTOR;

b. Extraordinary fringe benefits not specifically identified in Article 12.2;

c. Expenses of the principal and branch offices of the CONTRACTOR, other than the office of the CONTRACTOR at the Site;

d. Field overhead costs, including, but not limited to, the cost on-site temporary facilities and the on-site supervision provided by the CONTRACTOR; compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.

e. Any part of the capital expenses of the CONTRACTOR, including interest on the capital used by the CONTRACTOR for the Change Order Work and charges against the CONTRACTOR for delinquent payments;

f. Cost of premiums for all bonds and insurance, whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

g. Costs due to the negligence of the 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, the correction of defective Work, disposal of materials or equipment wrongly supplied, and correcting for any damage to property;

h. All overhead or general expense costs of any kind (other than as provide in Article 12.3).

12.3 Fee of Contractor

12.3.1 The maximum percentage allowed for the combined overhead (including name office and field office overhead) and profit of the CONTRACTOR shall be as follows:

12.3.1.1 For all such change order work done, or to be done, by the CONTRACTOR alone, a fixed percentage of the total adjustment to the Contract Price shall not exceed ten percent (10%).

12.3.1.2 For all such change order work done or to be done by SUBCONTRACTORS, each SUBCONTRACTOR may add up to ten percent (10%) to its allowable cost of work for combined overhead and profit and the CONTRACTOR may add up to five percent (5%) to the allowable cost of work of the SUBCONTRACTOR for its combined overhead and profit; provided, however, that:

- a. No markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted; and
- b. The total maximum markup allowed by Article 12, including but not limited to the CONTRACTOR, SUBCONTRACTORS, and all lower-tier subcontractors, shall in no event exceed twenty percent (20%) of allowable costs.

12.3.2 For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as the PROJECT MANAGER may prescribe from time to time. When a credit is due, the amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the PROJECT MANAGER, with the consent of the DIRECTOR, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by the discipline or trade, with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, and all other costs specifically itemized, in addition to the overhead and profit markup.

12.4 Cash Allowance. It is understood that the Final Total Bid Price, which shall serve as the basis for the initial Contract Price, includes any allowances named in the Contract Documents. The CONTRACTOR shall cause the Work to be done, using such SUBCONTRACTORS or suppliers, and for such sums, within the limit of the allowances, as the COUNTY may approve. Prior to final payment, the Contract Price shall be adjusted, as required, and an appropriate Change Order issued to reflect actual authorized expenditures made against the allowances. The CONTRACTOR agrees that the initial Contract Price includes such sums as it deems proper for all cost, overhead, and profit required for cash allowances. The CONTRACTOR further agrees that in the event the COUNTY authorizes only a portion of the allowance work, the CONTRACTOR shall receive the amount for Work actually performed as set forth in the Contract Documents for cash allowance upon submittal of the proper documentation. Reductions or increases in the Work will not entitle CONTRACTOR to any further increase in overhead and profit.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by way of a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim therefore. A change of Contract Time does not automatically qualify as grounds for

additional compensation for the CONTRACTOR except under the conditions specified in Article 12, 12.1.2. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after such occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR allows additional time. All claims submitted by the CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for, and causes of, the delay, and clearly indicate why the subject delay was beyond the control or fault of the CONTRACTOR.

13.1.1 If the CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion on the Work by any act or neglect of the COUNTY or the PROFESSIONAL, or by any employee of either of them, or by any third-party contractor employed by the COUNTY, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the CONTRACTOR through the exercise of reasonable diligence, or any causes beyond the control or fault of the CONTRACTOR, then the Contract Time shall be extended by Change Order for such reasonable time as the COUNTY may determine. The CONTRACTOR shall be entitled to an extension of time for such causes, but only for the number of days of delay which the COUNTY may determine to be solely due to such causes, and then only to the extent that such causes actually delay the completion of the Project, and only if the CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the COUNTY or the PROFESSIONAL may be responsible in whole or in part, shall relieve the CONTRACTOR of the duty to perform, or give rise to any right to damages or additional compensation from the COUNTY. The sole and exclusive remedy of the CONTRACTOR against the COUNTY for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension of the Contract Time in accordance with the procedures set forth herein. This paragraph shall apply expressly to claims for early completion, as well as claims based upon late completion.

13.1.2 The CONTRACTOR shall become familiar with, and prepare for, the normal weather conditions existing in Pasco County, Florida throughout the course of any given year. Normal weather conditions are expected to impact the Work in numerous ways, including, but not limited to, those impacts caused by delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. For purposes of this Article 13, the term "normal weather conditions", includes both high rainfall caused by periodic "El Niño" events and low rainfall caused by periodic drought conditions. By execution of the Agreement (Part IV), the CONTRACTOR acknowledges that the Contract Time constitutes a sufficient time in which to complete the Work, and that the bid and subsequent schedule of the CONTRACTOR anticipates and includes unfavorable weather conditions which may occur during the Contract Time. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

13.1.2.1 If adversely affected by a hurricane or other extreme weather event for which the Governor of the State of Florida or the BOARD has declared to have created an emergency within the geographical area which includes the site of the Work, then the COUNTY may, but is not obligated to, approve a request by the CONTRACTOR for an

extension of the Contract Time. The CONTRACTOR acknowledges that the following conditions must all have taken place before the CONTRACTOR may apply for a Change Order requesting additional time to compensate for delays due to extreme weather events:

- a. Unfavorable weather conditions from a hurricane or other extreme weather event, for which an emergency has been declared by the Governor or the BOARD, actually existed at the Project Site for one or more workdays;
- b. As a direct result of the unfavorable weather conditions, the CONTRACTOR was unable to perform critical path work for a continuous period of more than eight (8) hours on each specific day;
- c. The CONTRACTOR had taken precautions, such as, but not limited to, proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping) to mitigate the impact of such unfavorable weather conditions;
- d. The CONTRACTOR was scheduled, and actually attempted, to perform Work.
- e. The CONTRACTOR took prudent, appropriate, and necessary steps to secure the site, including, but not limited to, securing, and storing materials and equipment, and removing materials and equipment, in advance of unfavorable weather conditions.

13.1.3 All time limits stated in the Contract Documents are of the essence of this Agreement. The provisions of this Article, however, shall under no circumstance preclude recovery of liquidated damages.

13.1.4 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the CONTRACTOR shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unaffected portions of the Work.

ARTICLE 14 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

14.1 Warranty and Guarantee. The CONTRACTOR warrants and guarantees to the COUNTY that all materials and equipment will be new unless otherwise specified, and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the equipment of the Contract Documents and any inspections, tests, or approvals referred to in this Article for a minimum period of one year following the date of Final Acceptance. To the extent the Work may be required in order to achieve and maintain compliance with any permit issued by any federal or state authority (e.g., mitigation planting required as a condition of a permit by the Southwest Florida Water Management District) and no written final approval by said authority has been received within one year following Final Acceptance, the CONTRACTOR shall warrant and guarantee that portion of the Work beyond one year and until such time as written final approval has been issued by the

applicable authority. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents, or to such inspections, tests, approvals, or to any and all applicable building, construction and safety requirements, shall be considered defective. The PROJECT MANAGER shall give notice of all defects to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

14.2 Tests and Inspections

14.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority with jurisdiction over the Contractor or the Work require the Work, or any portion thereof, to be specifically inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR shall give the PROJECT MANAGER timely Notice when the Work to be tested is ready for testing. The testing firm(s) shall be supplied by the CONTRACTOR, subject to the approval of the COUNTY in its absolute discretion, and all inspections, tests, or approvals to be provided by the CONTRACTOR shall be timely identified in writing by the CONTRACTOR to the PROJECT MANAGER. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the CONTRACTOR will furnish the PROJECT MANAGER with the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or by the Contract Documents. Prior to testing, the CONTRACTOR shall secure the written approval of the PROFESSIONAL as to the testing for or laboratory to conduct any tests. Materials or Work in place that fail to pass acceptability tests, or where the test results provided by the CONTRACTOR appear to the COUNTY to be unreliable in any way, shall be retested by a testing firm selected by the COUNTY, through the PROJECT MANAGER upon the instructions of the DIRECTOR, and at the sole expense of the CONTRACTOR. The rates charged the CONTRACTOR pursuant to this Article shall be those found in the current annual Testing Contract of the COUNTY, if any, or otherwise in an Exhibit hereto.

14.2.2 Either observations by the PROFESSIONAL or the PROJECT MANAGER, nor inspections, tests, or approvals by persons other than the CONTRACTOR, shall relieve the CONTRACTOR of the obligation to perform the Work in accordance with the requirements of the Contract Documents.

14.3 Access to the Work. For the duration of the Project, the PROFESSIONAL and representatives thereof, other designated representatives of the COUNTY, and authorized representatives of any regulatory agency with jurisdiction over the Work or any aspect thereof, shall at all times be given access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work, and also for any inspection or testing by others.

14.4 Uncovering the Work

14.4.1 If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the PROJECT MANAGER, or if any Work is covered contrary to the request of the PROJECT MANAGER, the Work shall, if requested by

the PROJECT MANAGER, be uncovered for observation, inspection, testing or approval, and replaced at the sole expense of the CONTRACTOR.

14.4.2 If any Work has been covered which either the PROFESSIONAL or the PROJECT MANAGER has not specifically requested to observe, or if the PROFESSIONAL or the PROJECT MANAGER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, upon the written request of the PROJECT MANAGER, shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the CONTRACTOR alone shall bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price, or an extension of the Contract Time, or both, to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, but only if the CONTRACTOR initiates a claim as provided in Articles 11, 12 and 13.

14.5 Stop Work. When Work is defective, or when the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or to make prompt payments to SUBCONTRACTORS for labor, materials, or equipment, or if the CONTRACTOR violates any provision of these Contract Documents, the DIRECTOR may order the CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of the DIRECTOR to stop the Work shall not give rise to any duty on the part of the DIRECTOR to exercise this right for the benefit of the CONTRACTOR or any other party. The CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

14.6 Correction or Removal of Defective Work

14.6.1 When directed by the PROJECT MANAGER, the CONTRACTOR shall promptly, without cost to the COUNTY and as specified by the PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the PROJECT MANAGER, the COUNTY may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the CONTRACTOR or deducted from payment to CONTRACTOR. The CONTRACTOR will also bear the expense of correcting, or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

14.6.2 After approval of final payment, and prior to the expiration of one year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the CONTRACTOR shall promptly, without cost to the COUNTY and in accordance with the written instructions of the COUNTY, either correct such defective Work, or if it has been rejected by the COUNTY, remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such

instructions, the COUNTY may have the defective Work corrected, removed, or replaced. The CONTRACTOR will pay all direct and indirect costs of such action.

14.7 Acceptance of Defective Work. If, instead of requiring the correction, or the removal and replacement, of defective Work the COUNTY prefers to accept it, the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the CONTRACTOR shall pay to the COUNTY an appropriate sum to compensate for the defect in the Work.

14.8 Neglected Work by Contractor

14.8.1 If the CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the PROJECT MANAGER may direct the CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days, all at no cost to the COUNTY, in order to put the Project back on schedule. If the CONTRACTOR fails to correct the deficiency or take appropriate corrective action, the BOARD may terminate the contract or the right of the CONTRACTOR to proceed with that portion of Work, and may have the Work done by others. The cost of completion under such procedure shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

14.8.2 When the CONTRACTOR is more than ten percent (10%) behind schedule, based on the approved Project Schedule, the PROJECT MANAGER may deduct from any progress payment to the CONTRACTOR a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the PROJECT MANAGER determines the work cannot be completed for the unpaid balance of the Contract Price.

14.8.3 Should the CONTRACTOR work weekends or holidays to regain the schedule, all costs to the COUNTY of associated inspections, construction management and resident engineering shall be identified to the CONTRACTOR, and the Contract Price shall be reduced by a like amount via Change Order.

ARTICLE 15 – PAYMENT AND COMPLETION

15.1 Schedule of Values

15.1.1 Prior to submitting the first Draft Payment Request, the CONTRACTOR shall submit to the PROJECT MANAGER a final Schedule of Values and, if previously requested by the PROJECT MANAGER, cash flow projection for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. This Schedule of Values shall be satisfactory in form and substance to the PROJECT MANAGER

and the DIRECTOR, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. Upon approval of the Schedule of Values by the PROJECT MANAGER, with the consent of the DIRECTOR, it shall be incorporated into the most recent COUNTY-approved Application for Payment form. The CONTRACTOR shall not submit an unbalanced Schedule of Values that provides for overpayment to the CONTRACTOR on activities that would be performed first. The Schedule of Values shall be revised, as necessary, and resubmitted until acceptable to PROJECT MANAGER and the DIRECTOR. Once the schedule has been accepted by the PROJECT MANAGER, with the consent of the DIRECTOR, the COUNTY reserves the right, at its exclusive option, to require at any time that the CONTRACTOR honor a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified.

15.1.2 On unit price contracts, the Schedule of Value shall be in accordance with the Bid Proposal (Part III).

15.1.3 No payment can be made, and no Draft Payment Request or Application for Payment submitted or accepted, until the PROJECT MANAGER with the consent of the DIRECTOR has approved the Schedule of Values, including the activity dollar resources. Every Draft Payment Request and Application for Payment shall delineate all activities on the schedule, the approved value, previous work completed, current percentage complete requested, and value of percentage requested.

15.1.4 The cash flow projection, if required, shall be a monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month, then the CONTRACTOR may be barred from bidding on other COUNTY projects until the value of Work in place is corrected and within at least ninety-five (95%) of the projected value.

15.2 Draft Payment Requests and Application for Payment

15.2.1 As a strict condition precedent to the submission of any Application for Payment, the CONTRACTOR shall first submit to the PROJECT MANAGER a Draft Payment Request, which shall be on the most recent COUNTY-approved Application for Payment form, and clearly designated by the word "DRAFT" in the top-right corner of each page. The Draft Payment Request shall include all documentation that the CONTRACTOR must submit in connection with the Application for Payment, including a proposed Schedule of Values that properly reflects all Work to the date of the request. The PROJECT MANAGER shall promptly review the Draft Payment Request and proposed Schedule of Values for possible errors, deficiencies, discrepancies, or disputes. If the PROJECT MANAGER, with the consent of the DIRECTOR, determine(s) that the Draft Payment Request and proposed Schedule of Values are acceptable as originally submitted, the PROJECT MANAGER shall, within ten (10) business days of their receipt, direct the CONTRACTOR in writing to prepare and submit the Application for Payment, all in proper form and suitable for signature, to the designated reviewer named below. The PROJECT MANAGER shall also provide a contemporaneous copy of that notice to the designated reviewer. If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies,

discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall promptly notify the CONTRACTOR in writing of the existence thereof, and the PROJECT MANAGER and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within ten (10) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the Application for Payment to the designated reviewer.

The designated reviewer for this Project shall be:

**Administrative Services Manager
West Pasco Government Center – Suite 320
7530 Little Road
New Port Richey, Florida 34654**

15.2.2 Application for Payment shall be made no earlier than thirty (30) days after the Contract Time has commenced, and monthly thereafter, but not more often than once a month. The Application for Payment, when submitted, shall be filled out accurately and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and supported by such data as required by the DEPARTMENT. The CONTRACTOR shall certify in writing that all SUBCONTRACTORS and suppliers have been paid for acceptable work and materials from previous progress payments received; less any retainage, prior to the receipt of any further progress payments. The CONTRACTOR shall submit an Application for Payment on the most recent COUNTY-approved form, and which shall include the aforementioned certification. If payment is requested on the basis of materials or equipment not incorporated in the Work, but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data as will establish the title of the COUNTY to the material and equipment and protect its interest therein, including applicable insurance. Payment for stored materials, in whole or in part, shall be at the sole discretion of the COUNTY. The CONTRACTOR may request payment by electronic funds transfer (EFT). Each Application for Payment after the first payment must also be accompanied by an inclusive Record of Change Order (RCO) listing requested Change Orders and the final Change Order cost through completion of PROJECT.

15.2.3 Upon receipt by the designated reviewer, the Application for Payment shall be date-stamped "Received" and forwarded to the Office of the Clerk of the Court for pre-audit review and processing. If the Office of the Clerk of the Court determines the Application for Payment to be deficient in any respect, it shall so notify the PROJECT MANAGER in writing within fifteen (15) business days of the date the Application for Payment was stamped as received by the COUNTY, specifying the deficiencies and the requisite action to render the Application for Payment proper. The deficiencies to be identified by the Office of the Clerk of the Court shall specifically include disputed portions of the total amount claimed by the CONTRACTOR. Upon receipt of notice from the Office of the Clerk of the Court, the PROJECT MANAGER shall immediately, and in no event more than twenty (20) business days of the date the Application for Payment was stamped as received by the COUNTY,

forward a copy of the written determination by the Office of the Clerk of the Court to the CONTRACTOR and request that the Application for Payment be corrected.

In the event the deficiency in the Application for Payment relates solely to a disputed portion of the total amount claimed, the COUNTY shall pay the undisputed portion within twenty (20) business days of the date the Application for Payment was stamped as received by the COUNTY. Any Application for Payment that has been corrected as to deficiencies identified by the Office of the Clerk of the Court shall be paid within ten (10) business days of the date the corrected Application for Payment was stamped as received by the COUNTY; otherwise, the CONTRACTOR shall be notified within that time of the failure to correct the deficiencies and shall be afforded a second opportunity to correct the Application for Payment.

If, following the second attempt by a CONTRACTOR to submit a proper Application for Payment, the COUNTY continues to find the Application for Payment deficient; it shall so notify the CONTRACTOR in writing within ten (10) business days of the corrected Application for Payment was received by the COUNTY. The CONTRACTOR shall thereafter have thirty (30) calendar days in which to request an administrative review of the dispute, submitting a concise written summary of its position and any supporting documents to the COUNTY ADMINISTRATOR by an acceptable delivery method. Acceptable delivery methods are limited to the following: 1) hand delivery; 2) pre-paid, certified United States first-class mail, return receipt requested; 3) a nationally recognized overnight courier service, such as Federal Express. Delivery shall be to:

**John J. Gallagher, County Administrator
West Pasco Government Center
7530 Little Road – Suite 340
New Port Richey, Florida 34654**

The COUNTY ADMINISTRATOR or his authorized designee, which designee shall not be directly affiliated with the Department managing the Project, shall review the materials submitted by the CONTRACTOR and may solicit and consider relevant information and materials from the managing DEPARTMENT and the Office of the Clerk of the Court. The COUNTY ADMINISTRATOR or authorized designee shall render a final decision on behalf of the COUNTY within sixty (60) calendar days of the date the second corrected Application for Payment was stamped as received by the COUNTY. Should the CONTRACTOR fail to submit a first or second corrected Application for Payment, or otherwise fail to request an administrative review on a timely basis, the CONTRACTOR shall be deemed to have waived any claims in dispute.

15.2.4. Beginning with the second request of the CONTRACTOR for payment, the CONTRACTOR shall submit a properly executed Statement of Satisfaction, on the most recent COUNTY-approved form, from each SUBCONTRACTOR whose work appeared on the prior Application for Payment, and for which the CONTRACTOR has been paid. If the CONTRACTOR is unable to obtain the required Statement(s) of Satisfaction, a properly executed Written Consent from the SURETY for the CONTRACTOR may be accepted in lieu thereof. In the event the CONTRACTOR is unable to furnish either a Statement of Satisfaction from a SUBCONTRACTOR or the Written Consent from the SURETY, the

COUNTY may withhold the disputed amount until the CONTRACTOR can provide one of these two documents.

15.3 Retainage

15.3.1 All progress payments shall be subject to a ten percent (10%) retainage until the Project is fifty (50 %) complete and in place as determined by the COUNTY. When fifty percent (50%) of the Work is complete and in place, the CONTRACTOR may submit a written request to the PROJECT MANAGER to reduce the retainage on future progress payments to five percent (5%) for the remaining Work. The PROJECT MANAGER, with the consent of the DIRECTOR, may approve this request provided, however, that the Work has been carried out to the satisfaction of the PROJECT MANAGER. After fifty percent (50 %) of the Project is complete and in place, the CONTRACTOR may submit a payment application for up to one-half of the retainage held on the Project. After such payment is made, all remaining retainage shall be requested by the CONTRACTOR as a component of the Final Payment. Nothing herein shall limit the DIRECTOR's discretionary authority to release retainage held by the COUNTY as provided in Section 218.735(8), F. S.

15.3.2 The CONTRACTOR agrees that if the COUNTY does not withhold retainage from a payment to the CONTRACTOR, the CONTRACTOR will not withhold retainage from the SUBCONTRACTORS who are due funds out of that payment. The CONTRACTOR further agrees that after fifty percent (50%) completion is reached, the CONTRACTOR will not retain more than five percent (5%) from its SUBCONTRACTOR'S payments. All retainage released by the DIRECTOR to the CONTRACTOR shall be released on a *pro rata* basis to SUBCONTRACTORS.

15.4 Warranty of Title of CONTRACTOR. If at any time there shall be evidence of any claim for which, if established, the COUNTY might become liable, and which may be chargeable to the CONTRACTOR, or if the CONTRACTOR shall incur any liability to the COUNTY, or the COUNTY shall have any claim or demand against the CONTRACTOR, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the CONTRACTOR and the COUNTY, and whether or not reduced to judgment or award, the COUNTY shall have the right to retain out of any payment due the CONTRACTOR, or which may become due to the CONTRACTOR, under this Agreement or any other Agreement between the CONTRACTOR and the COUNTY, an amount sufficient to indemnify the COUNTY against such claim, and/or to compensate the COUNTY for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim develop after final payment has been made, the CONTRACTOR shall refund to the COUNTY all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the CONTRACTOR.

15.5 Rejection of Applications for Payment by the Director. The DIRECTOR may refuse to approve the whole or any part of any payment if, in the opinion of the DIRECTOR, the DIRECTOR is unable to make the representation that the Application for Payment is acceptable to the COUNTY. The DIRECTOR may also refuse to approve any such Application for Payment or because of subsequently discovered evidence, or the results of

subsequent inspections or tests, nullify any such payment previously approved to such extent as may be necessary, in the opinion of the DIRECTOR, to protect the COUNTY from loss because:

- a. The Work is defective;
- b. The Critical Path Method (CPM) schedule or another method of scheduling, as directed, and regular updates, as described in the Technical Specifications, have not been submitted or accepted;
- c. Claims have been filed against the COUNTY for which the CONTRACTOR may be liable;
- d. The Contract Price has been reduced because of Change Order(s);
- e. The COUNTY has been required to correct defective Work or to complete the Work in accordance with Article 14;
- f. Approved Maintenance of Traffic Plan (MOT) or revisions thereto, as directed by the PROJECT MANAGER, have not been submitted;
- g. The Work was executed unsatisfactorily, or the CONTRACTOR failed to clean up as required in Article 7, failed to control dust, failed to control traffic, or otherwise has failed to comply with these Contract Documents.

15.6 Substantial Completion. When the CONTRACTOR believes Substantial Completion has been achieved on the Project, the CONTRACTOR shall certify in writing to the PROJECT MANAGER that the entire Project is substantially complete in accordance with the Contract Documents and request that the PROJECT MANAGER issue a Certificate of Substantial Completion. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with the CONTRACTOR, shall undertake an inspection of the Project to determine the status of completion in accordance with the contract specifications. After inspection, if the PROJECT MANAGER does not believe Substantial Completion has been attained with respect to the Project, the PROJECT MANAGER will notify the CONTRACTOR in writing, giving specific reasons why the Project is not substantially complete. If the PROJECT MANAGER considers the Project substantially complete, then upon approval by the DIRECTOR, the PROJECT MANAGER shall issue a Certificate of Substantial Completion signed by the DIRECTOR. This Certificate of Substantial Completion shall fix the date of Substantial Completion, and will define the remaining deficiencies with respect to the elements outlined in the specifications of this contract.

15.6.1 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations are in place.

15.7 Partial Utilization. Where a portion of a Project is sufficiently completed to allow Beneficial Occupancy, but any significant other portions(s) remain(s) uncompleted, the PROJECT MANAGER, with the consent of the DIRECTOR, may direct the CONTRACTOR to permit the COUNTY to take control of the sufficiently completed portions(s), and to operate

and utilize said portion(s) by taking Beneficial Occupancy thereof, if the COUNTY believes such use will not significantly interfere with construction of the other parts of the Project.. If the CONTRACTOR is of the opinion that said Beneficial Occupancy is not in the best interests of the COUNTY, it shall give the COUNTY Notice of such an opinion, include with said Notice a statement of every reason that certification of Beneficial Occupancy should not be issued. Otherwise, the CONTRACTOR shall certify to the COUNTY that all critical elements of that part of the Project are sufficiently complete to allow the COUNTY to take Beneficial Occupancy thereof, and request the PROJECT MANAGER to prepare a Certificate of Beneficial Occupancy for said portion(s) of the Project. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with CONTRACTOR, shall make an inspection of said portion(s) of the Project to determine the status of completion. If the PROJECT MANAGER considers the portion(s) of the Project so inspected to be ready and appropriate for Beneficial Occupancy, then with the consent of the DIRECTOR, the PROJECT MANAGER will deliver to the CONTRACTOR a Certificate of Beneficial Occupancy to that effect, fixing the date of Beneficial Occupancy as to said portion(s) of the Project, attaching punch list of items to be completed or corrected before final payment on the total Contract, and fixing responsibility between the COUNTY and CONTRACTOR for any outstanding obligations on that part of the Project. The COUNTY shall have the right to occupy and use the portion(s) of the Project after date of Beneficial Occupancy for the portion(s) covered by the Certificate of Beneficial Occupancy, but the PROJECT MANAGER will allow the CONTRACTOR reasonable access to complete or correct items on the list. Acceptance of Beneficial Occupancy shall not negate the obligation of the CONTRACTOR to meet any milestone requirements, including the respective dates of Substantial Completion and Final Completion for the entire Project, as said dates may have been set forth in the Contract Documents. Although Beneficial Occupancy may be established for a portion of the project, warranties for that portion shall not commence until the date of Final Acceptance by the COUNTY, unless the Contract Documents expressly provide otherwise.

15.8 Final Completion

15.8.1 Upon written notice from the CONTRACTOR that the Project is complete, the PROJECT MANAGER shall schedule a final inspection with the CONTRACTOR and any other personnel requested by the PROJECT MANAGER. The PROJECT MANAGER shall, if necessary, notify the CONTRACTOR in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. Should the CONTRACTOR receive notice of such defective or non-conforming Work, the CONTRACTOR shall immediately take all such action as may be necessary to remedy these defects and bring the Project into full compliance with the Contract Documents, following which the CONTRACTOR shall request another such inspection, subject to the procedures and conditions set forth in this paragraph.

15.8.1.1 Final Completion of the Work shall be deemed achieved by the CONTRACTOR when all Work required under the Contract Documents has been satisfactorily completed in accordance with the contract specifications.

15.8.2 After the PROJECT MANAGER has determined that all Work has been completed, the PROJECT MANAGER, with the approval of the DIRECTOR, will issue a

Certificate of Final Completion for the Work signed by the DIRECTOR. Warranties will commence on the date of Final Completion.

15.9 Application for Final Payment. After PROJECT MANAGER has issued the Certificate of Final Completion for the Work, the CONTRACTOR may make Application for Final Payment, following the procedure for progress payments. The final Draft Payment Request and Application for Payment shall be accompanied by an Affidavit of Payment of Debts and Claims by the CONTRACTOR, a Subcontractor's Statement of Satisfaction for each subcontractor, as applicable, as well as the Certificate of Final Completion, Certificate of Occupancy or of Beneficial Occupancy (if appropriate), and the Consent of Surety to Final Payment when required, all submitted on forms provided by the COUNTY. Where Certificates of Beneficial Occupancy have been issued for portions of the Project in accordance with Article 15.7, they shall be maintained in the project file.

15.10 Approval of Final Payment. If, on the basis of the observations and review of Work during construction by the PROJECT MANAGER, the final inspection, and a review of the Draft Payment Request, all as required by the Contract Documents, the DIRECTOR, upon the recommendation of the PROJECT MANAGER, is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents (including but not limited to the submission of final as-built plans in hard copy and PDF form and all warranties), the PROJECT MANAGER will, within twenty (20) days of receipt of the Draft Payment Request shall, in writing, direct the CONTRACTOR to prepare and submit the final Application for Payment, all in proper form and suitable for signature, to the designated reviewer, and provide a contemporaneous copy of this written notice to the designated reviewer. Processing shall thereafter proceed pursuant to paragraph 15.2.3 hereof. If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall, in writing, promptly notify the CONTRACTOR of the existence of any such errors, deficiencies, discrepancies, or disputes, and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within twenty (20) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the final Application for Payment to the designated reviewer for processing in accordance with paragraph 15.2.3 hereof.

15.11 Continuing Obligation of the CONTRACTOR. The obligation of the CONTRACTOR to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. The approval by the COUNTY of any progress payment or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final Completion, the occurrence or absence of any act of acceptance by the COUNTY, or any correction of defective Work by the COUNTY shall not constitute, or be deemed or construed to constitute, an acceptance of Work not in accordance with the Contract Documents, as amended by a properly executed Change Order.

15.12 Waiver of Claims. The making of an Application for Final Payment, or acceptance of Final Payment, shall constitute an absolute waiver of any and all claims by the CONTRACTOR against the COUNTY, except for those previously submitted in writing in accordance with the Contract Documents.

15.13 Liquidated Damages. When the CONTRACTOR is in default for nonperformance within the stipulated Contract Time, including any intermediate Milestone Dates, the PROJECT MANAGER will notify the CONTRACTOR in writing within thirty (30) days after the intermediate Milestone Date, Substantial Completion Date, or Final Completion Date, and shall deduct the liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR. The DIRECTOR, however, retains discretion to recommend to the BOARD that any portion or all of the liquidated damages be waived in order to advance the best interests of the COUNTY. The deduction of liquidated damages shall be in addition to any retainage withheld. Additional liquidated damages, if any, may be indicated in the circumstances referenced in Subpart C, Technical Specifications, of this Part II of the Contract Documents. Any failure of the COUNTY to provide written notice to the CONTRACTOR within the applicable thirty-day period of its intent to assess liquidated damages shall not constitute a waiver of the right of the COUNTY to liquidated damages, or otherwise relieve the CONTRACTOR of liability for liquidated damages.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 Suspension of Work. The DIRECTOR may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by issuing to the CONTRACTOR a Notice of Suspension. The PROJECT MANAGER, with the consent of the DIRECTOR, shall fix the date on which Work shall be resumed, and the CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR shall be allowed an extension of the Contract Time, if directly attributable to any such suspension, as the sole compensation and remedy for the suspension, provided it makes a proper claim for same as provided for in Article 13. The CONTRACTOR shall, under no circumstances, be entitled to any damages or additional compensation for any such suspensions.

16.2 Termination of Work

16.2.1 If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to SUBCONTRACTORS, or prompt payments for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds and Certificates of Insurance within the times required by Article 6 of this Agreement; if it disregards the authority of the PROFESSIONAL; or if it otherwise materially violates any provisions of the Contract Documents, then the BOARD may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its SURETY seven (7) days written notice, terminate the services of the CONTRACTOR. Upon termination the COUNTY shall take possession of the Project, and may take possession of all materials, equipment, tools,

construction equipment, and machinery thereon owned by the CONTRACTOR, and may finish the Work by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds the unpaid balance, the CONTRACTOR shall pay the difference to the COUNTY. Such cost incurred by the COUNTY shall be incorporated in a Change Order. If, after the issuance of Notice of Termination of this Agreement, it is determined for any reason that the CONTRACT was not in default, or that its default was excusable, or that the COUNTY was not entitled to the remedy against CONTRACTOR provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph 16.2.3, and the remedies of the CONTRACTOR against the COUNTY shall be the same as, and limited to, those afforded under said paragraph.

16.2.2 Where the services of the CONTRACTOR have been so terminated pursuant to paragraph 16.2.1 by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from any liability whatsoever.

16.2.3 Termination for Convenience

16.2.3.1 The COUNTY may terminate the required performance of Work by the CONTRACTOR under this Agreement, in whole or in part, whenever the COUNTY shall determine that such complete or partial termination is in the best interest of the COUNTY. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination for Convenience, specifying the extent to which the performance of Work under the Agreement shall be terminated, and the date upon which such termination shall be effective.

16.2.3.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

a. Stop Work under this Agreement on the date, and to the extent, specified in the Notice of Termination for Convenience;

b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for the full and proper completion of that portion of the Work under this Agreement not to be terminated;

c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience;

d. In the sole and absolute discretion of the COUNTY, the CONTRACTOR shall either:

1. Assign to the COUNTY, in the manner, at the time, and to the extent directed by the PROJECT MANAGER, with the consent of the DIRECTOR, all of the right, title, and interest of the

CONTRACTOR under some or all of the orders and subcontracts so terminated; or

2. Settle all outstanding liabilities and all claims arising out of such termination of unassigned orders and subcontracts.

e. Transfer title and deliver to the COUNTY, in the manner, at the times and to the extent, if any, directed by the PROJECT MANAGER, with the consent of the DIRECTOR, the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.

f. Complete performance of that part of the Work not terminated by the Notice of Termination for Convenience.

g. Take all such action as may be necessary or prudent, or as the COUNTY may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the CONTRACTOR and in which the COUNTY has, or may acquire, an interest.

16.2.3.3 After the receipt of a Notice of Termination for Convenience, the CONTRACTOR shall submit to the COUNTY its termination claim, in the form and with the certification set forth in paragraph 11.1.6. Such claim shall be submitted promptly, but in no event later than four (4) months from the effective date of termination, unless one or more extensions in writing are granted by the DIRECTOR in his absolute discretion. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon the failure of the CONTRACTOR to submit its termination claim within the time allowed, the COUNTY shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the Termination for Convenience.

16.2.3.4 The CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the complete or partial Termination for Convenience, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

16.2.3.5 In the event of the failure of the CONTRACTOR and the COUNTY to agree, as provided in paragraph 16.2.3.4, on the whole amounts to be paid to the CONTRACTOR by reason of any Termination for Convenience, the COUNTY shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) cost of such work and a sum, as profit, equal to seven (7) percent of said cost of the Work; provided, however, that if it appears that the CONTRACTOR would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate

adjustment shall be made, reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the CONTRACTOR be entitled to recover any anticipated or lost profit.

16.2.3.6 The total sum to be paid to the CONTRACTOR shall not exceed the total Contract Price, as reduced by the amount of payment otherwise made, and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the COUNTY shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR the fair value, as determined by the COUNTY, of property which has been destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

16.2.3.7 In arriving at the amount due the CONTRACTOR following a Termination for Convenience, there shall be deducted:

a. All unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Agreement;

b. Any claim which the COUNTY may have against the CONTRACTOR in connection with this Agreement; and

c. The agreed price for, or the proceeds from the sale of, any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions hereof, and not otherwise recovered by, or credited to, the COUNTY.

16.3 Cross-Default. Should the CONTRACTOR be determined by the COUNTY to be in default of this Agreement, such default shall constitute a default of all other contracts to which the COUNTY and the CONTRACTOR may be a party. The COUNTY, as a result, may pursue any and all remedies available to it up to and including termination of all such contracts between the parties.

ARTICLE 17 – MISCELLANEOUS

17.1 All specifications, drawings, and copies furnished by the COUNTY shall remain the property of the COUNTY. They shall not be used by anyone other than the COUNTY on any other Project and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the COUNTY upon completion of the Project.

17.2 Should the COUNTY or the CONTRACTOR suffer injury or damage to their respective persons or property because of any error, omission, or act of the other, or of any of their respective employees, agents, or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.3 If the Contract Price exceeds \$100,000, the CONTRACTOR shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.), as amended, and

with Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

17.4 Pending resolution of any claim or dispute between the COUNTY and the CONTRACTOR, unless otherwise agreed in writing by the COUNTY, the CONTRACTOR shall proceed diligently with Performance of the Work as directed by the COUNTY, and the COUNTY may continue to make payments in accordance with the Contract Documents.

17.5 Project Representative. The COUNTY may furnish a Project Representative and assistants to aid the PROJECT MANAGER in carrying out the responsibilities of the PROJECT MANAGER at the Site. The duties, responsibilities, and limitations of authority of the Project Representative are set forth in Article 10 of these General Conditions.

17.6 Historical or Archaeological Deposits. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the CONTRACTOR shall cease immediately operations affecting the find, and shall notify the PROJECT MANAGER, who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Office. No further disturbance of the deposits shall ensue until CONTRACTOR has received written instructions from the PROJECT MANAGER. The PROJECT MANAGER will issue written instructions only after the state office has surveyed the find and made a determination to the Environmental Protection Agency and COUNTY. Compensation to CONTRACTOR, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the CONTRACTOR be entitled to damages or additional compensation for any delays incurred, and the sole remedy of the CONTRACTOR shall be to seek an extension of the Contract Time pursuant to the provisions of the Contract Documents.

17.7 Compliance With Federal Immigration Laws. The CONTRACTOR by signing the contract will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR by signing the Contract verifies and affirms that it is in compliance with 8 USC Sec. 1342 prohibiting the employment either directly or by contract or exchange of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause or unilateral cancellation of this Agreement by the COUNTY.

ARTICLE 18 – MAINTENANCE OF RECORDS

18.1 The CONTRACTOR shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Agreement. The COUNTY shall have the right to audit, inspect, and copy such records and documentation, and any and all such records of the CONTRACTOR as may relate to this, or any other, Project and Agreement between the CONTRACTOR and the COUNTY, or to any legal, administrative, or other action brought against the COUNTY by the CONTRACTOR or any other person, as often as the COUNTY deems necessary, during the period of this Agreement and for a period of five (5) years thereafter; provided, however, such

activity shall be conducted only during normal business hours. The COUNTY during this period of time shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and supporting documentation. The CONTRACTOR shall, at all times, take all reasonable steps necessary to ensure and to enforce the right of the COUNTY to access the aforesaid documentation.

ARTICLE 19 – APPRENTICES AND TRAINEES

19.1 When apprentices and trainees are utilized by the CONTRACTOR on the Work pursuant to this Agreement, the CONTRACTOR shall be governed by the provisions of Chapter 446, Florida Statutes.

ARTICLE 20 – EQUAL OPPORTUNITY COMPLIANCE PROVISIONS

20.1 During the performance of this Agreement, the CONTRACTOR agrees as follows.

20.1.1 General. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age handicap or marital status.

20.1.2 Sanctions. In the event the CONTRACTOR fails to comply with any non-discrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the CONTRACTOR may be declared ineligible for further COUNTY contracts by rule, regulation, or order of the BOARD, or as may otherwise be provided by law.

20.1.3 Subcontractors. The CONTRACTOR shall include the provisions of paragraphs 20.1.1 and 20.1.2 in every subcontract under this Agreement so that such provisions will be binding upon each SUBCONTRACTOR. The CONTRACTOR will take such action with respect to any SUBCONTRACTOR as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

20.1.4 Federal Requirements. In the event this Agreement is funded, in whole or in part, from any federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds shall be incorporated by reference herein and become a part of this clause.

20.1.5 Equal Opportunity Laws, Regulations, and Requirements Throughout the term of this Agreement, the CONTRACTOR shall not violate any of the following federal or state laws, regulations, and requirements:

a. Federal

1. Section One of the Fourteenth Amendment to the United States Constitution.
2. Title VI of the Civil Rights Act of 1964.
3. Civil Rights Restoration Act of 1987.

4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975.
5. Civil Rights Acts of 1866 and 1870.
6. Standards for a Merit System of Personnel Administration, 45 CFR 70.
7. Revised Order Number 4, 41 CFR 60-2.10.
8. Rehabilitation Act of 1973, P.L. 93-112.
9. Interagency Agreement dated March 23, 1973.
10. Executive Order 11914, Nondiscrimination with Respect to the Handicapped in federally assisted programs.
11. Age Discrimination Act of 1975, amended by P.L. 94-135.
12. Civil Rights Action of 1968. P.L. 90-284.
13. Veterans Readjustment Act.
14. Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
15. Office of Management and Budget Circular A-102, Attachment O.
16. Age Discrimination in Employment Act, as amended.
17. Civil Rights Restoration Act of 1987.
18. Federal Civil Rights Act of 1991.
19. Americans with Disabilities Act.

b. State

1. State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin and religion.
2. Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities because of race, color, national origin, sex, handicap, or religious creed.
3. Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
4. Florida Statutes, Chapter 413.08, prohibits discrimination against physically disabled persons in employment.
5. Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
6. Florida Civil Rights Act of 1992.

ARTICLE 21 – ALLOWANCES

21.1 Allowance Categories. Because of the size, complexity and nature of the Project, the Project, the BOARD has determined it is in the best interest of the COUNTY to establish certain allowance categories for various portions of additional or revised work. The Allowance Work may consist of, but is not limited to, the following:

- a. General Site Work;
- b. Concrete Structures;
- c. General Road Work;
- d. Utility Work; and
- e. Process Work.

The Allowance Work is included in the Contract Price and the Contract Work, and shall be performed in full compliance with all requirements of the Contract Documents. The Contract Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Article, calculated as follows: twenty percent (20%) of days allocated from the date the Contract Time commences to Final Completion (as awarded), or sixty (60) days, whichever is less. The election for the Contractor's performance of Allowance Work and the allocation of Contract Time for such Allowance Work shall be within the sole discretion of the County.

21.2 Authorized Expenditures and Allocations of Time. All charges and time for Allowance Work must be pre-approved in writing by the COUNTY ADMINISTRATOR for the COUNTY or by his appropriately authorized designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the time, if any, required, and the price for the Allowance Work, and shall contain the authorized signature of the COUNTY ADMINISTRATOR, or his appropriately authorized designee. If the CONTRACTOR proceeds to perform any Allowance Work without the required AAR, the CONTRACTOR shall be deemed to have waived any rights it might otherwise have had to additional compensation or additional time, or both, for such Allowance Work. Any monies designated for Allowance Work remaining upon the completion of all Work shall be deducted from the Contract Price by an approved Change Order.

21.3 Pricing of Allowance Work. When the COUNTY has determined that it wishes to have the CONTRACTOR perform certain Allowance Work, the PROJECT MANAGER shall provide the CONTRACTOR with an allowance proposal request, identifying the Allowance Work to be performed, and requesting the CONTRACTOR to submit a price for such proposed Allowance Work. The CONTRACTOR shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall the CONTRACTOR expend more than five (5) days within which to submit its price on the proposed Allowance Work, unless the PROJECT MANAGER, with the consent of the DIRECTOR, permits a longer period of time. The CONTRACTOR shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders under Article 12.

21.4 Allocation of Contract Time. If the CONTRACTOR requests an allocation of Contract Time for performance of Allowance Work, the CONTRACTOR shall state with particularity in its response to the allowance proposal request of the COUNTY the reasons for its request and the manner in which performance of Allowance Work will affect the Contract schedule. The CONTRACTOR shall be entitled to an allocation of time for performance of Allowance Work only for the number of the days that the COUNTY ADMINISTRATOR or his designee determine to be appropriate, and then only to the extent such performance affects the ability of the CONTRACTOR to meet contract milestone dates. The COUNTY ADMINISTRATOR or his designee may not allocate more Contract Time for all Allowance Work hereunder than the number of calendar days designated for Allowance Work in the Agreement. If the COUNTY and CONTRACTOR agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The COUNTY ADMINISTRATOR or his designee may adjust any milestone dates affected by allocation of time for Allowance Work and shall state such adjusted milestone dates in the AAR. CONTRACTOR shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. An approved

Change Order shall be used to deduct any time designated for Allowance Work remaining at the completion of all Work from the Contract Time.

21.5 Disputes as to Price or Time. If the COUNTY and CONTRACTOR agree on the price for proposed Allowance Work, but cannot agree on the amount of time for such work, or vice-versa, then the item agreed upon shall be stated in the AAR.

ARTICLE 22 – DISPUTE RESOLUTION

22.1 Mediation. As a condition precedent to filing any action in law or equity on any claim against the COUNTY that may be arise out of these Contract Documents or the subject thereof, the CONTRACTOR agrees to provide advance Notice to the COUNTY of its intents to file a lawsuit or other action against the COUNTY. The CONTRACTOR further agrees to submit the dispute in good faith to non-binding mediation before a single mediator, pending completion of which any lawsuit or other action that may have been filed by or on behalf of, the CONTRACTOR shall be tolled.

22.1.1 Venue for Mediation. The mediation shall be conducted at the West Pasco Government Center, located at 7530 Little Road, New Port Richey, Florida, or at such other convenient location in New Port Richey as the mediator may determine.

22.1.2 Selection of Mediator. The mediator shall be selected from the official list of certified mediators maintained by the Circuit Court for the Sixth Judicial Circuit, in and for Pasco County, Florida. Said mediator shall possess a minimum of ten (10) years experience in handling construction transactions and litigation.

22.1.3 Rules and Administration. Unless otherwise contrary to these Contract Documents, to any subsequent written expression of mutual intent executed by the parties, or to any provision of the law, the mediation shall be administered by the American Arbitration Association and conducted in accordance with its most recent Construction Industry Mediation Rules.

22.2 Governing Law. The Contract Documents shall be governed by and interpreted according to Florida law.

22.3 Venue and Jurisdiction. Any action brought under this Agreement or with respect to any claim arising from the subject matter thereof shall be brought and heard in a state court of competent jurisdiction at the West Pasco Judicial Center in New Port Richey, Pasco County, Florida. If the claim(s) that form the basis for any such action must be adjudicated in federal court, then venue for that action shall be in the United States District Court for the Middle District of Florida, Tampa Division.

22.4 Notice of Claim; Contractor Books and Records. As a condition precedent to the initiation by the CONTRACTOR of any claim against the COUNTY through administrative proceedings or in arbitration, or to the filing of any action in law or equity against the COUNTY, the CONTRACTOR shall, at least sixty (60) days in advance thereof, provide Notice to the COUNTY of its intent to pursue said claim, and for a period not less than fifteen (15) days during the first (45) days following the date of the Notice, deliver to the COUNTY at

the Office of the County Attorney in New Port Richey, Florida, for inspection and copying, all of the original books and records in the possession or control of the CONTRACTOR which may be related, directly or indirectly to the claim or action, regardless of whether the COUNTY has affirmatively and expressly requested the same. In lieu of delivering the original books and records, the CONTRACTOR may, at its own expense, deliver to said Office of the County Attorney complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice; however, nothing herein shall be construed to curtail the rights of the COUNTY to, *inter alia*, inspection and copying under Article 18 hereof.

BOND NO. _____

PART II

EXHIBIT A

PUBLIC CONSTRUCTION BOND

MEADOW POINTE BOULEVARD RESURFACING (S.R. 56 TO S.R. 54)

Name of Contractor: _____

Principal Business Address: _____

Telephone: (_____) _____

Facsimile: (_____) _____

Name of Surety: _____

Principal Business Address: _____

Telephone: (_____) _____

Facsimile: (_____) _____

Owner of Property Being Improved:

**Pasco County Board of County Commissioners
Attn: Purchasing Department
8919 Government Drive
New Port Richey, Florida 34654-5598
Telephone No. (727) 847 - 8194**

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned by Public Entity (BOCC No.):

(Bid No.): 09-067

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[] See Attachment ("Legal Description")

Milling, resurfacing and restoration of the existing Meadow Pointe Boulevard from S.R. 56
to S.R. 54 (Wesley Chapel, Florida). The work is specifically in the vicinity of Station 4+00 LT
(12' wide) and from Station 78+80 to Station 138+20 (24' and varies).

BOND NO. _____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, (hereinafter the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Any changes in or under the Contract documents (including extension of time, alternatives or additions to the terms of the Contract or specifications referred to within), and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

THIS BOND IS DATED THIS ____ day of _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____

Witness

BY: _____(SEAL)
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

-OR-

Witness

BY: _____(SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

() _____
Business Telephone

STATE OF _____}

COUNTY OF _____}

ss.

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____ or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

ATTEST:

SURETY:

Printed Name

Business Address

Witness

BY:

Authorized Signature

(SEAL)

Witness

Printed Name

-OR-

Witness

BY:

As Attorney in Fact (Attach Power)

(SEAL)

Witness

Printed Name

License Number of Agent

COUNTERSIGNED (if applicable):

Signed

Agency Name

Agent's License No Telephone ()

Agency Mailing Address

()

Agency Telephone No.

()

Agency Fax No.

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

BOND NO. _____

PART II
EXHIBIT B
PAYMENT BOND FORM

Name of Contractor: _____

Principal Business Address: _____

Telephone: (_____) _____

Facsimile: (_____) _____

Name of Surety: _____

Principal Business Address: _____

Telephone: (_____) _____

Facsimile: (_____) _____

Obligee of Property Being Improved:

Pasco County Board of County Commissioners
Attn: Purchasing Department
8919 Government Drive
New Port Richey, Florida 34654-5598
Telephone No. (727) 847- 8194

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned by Public Entity (BOCC No.):

(Bid No.): 09-067

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

☐ See Attachment ("Legal Description")

Milling, resurfacing and restoration of the existing Meadow Pointe Boulevard from S.R. 56
to S.R. 54 (Wesley Chapel, Florida). The work is specifically in the vicinity of Station 4+00 LT
(12' wide) and from Station 78+80 to Station 138+20 (24' and varies).

BOND NO. _____

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That _____, as Principal, whose address is _____ and _____, as Surety, whose address is _____, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Oblige in the sum of \$ _____ for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Oblige, dated the _____ day of _____, 20____, for _____ in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Oblige for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Oblige sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Oblige of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Oblige or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND IS DATED THIS ____ day of _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: _____

Witness

BY: _____(SEAL)
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

-OR-

Witness

BY: _____(SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

() _____
Business Telephone

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

ATTEST: SURETY: _____
Printed Name

Business Address

Witness BY: _____ (SEAL)
Authorized Signature

Witness _____
Printed Name

-OR-

Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

License Number of Agent

COUNTERSIGNED (if applicable):

Signed

Agency Name

Agent's License No Telephone

Agency Mailing Address

() _____
Agency Telephone No.

() _____
Agency Fax No.

PART II

EXHIBIT C

CERTIFICATE OF INSURANCE

Certificate of Insurance

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown in this certificate.

NAME AND ADDRESS OF AGENCY Telephone No.	COMPANIES AFFORDING COVERAGE COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED	

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancelled or changed so as to affect the insurance described by this certificate until after 30 days notice of such cancellation or change has been delivered to the certificate holder at its address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverages provided in this certificate will be given to the certificate holder at its address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder, or any self insurance program thereof.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS												
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR. ☐ OWNER'S & CONTRACTOR'S PROT. ☐				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td>\$</td></tr> <tr><td>PRODUCTS-COM/OPS AGGREGATE</td><td>\$</td></tr> <tr><td>PERSONAL & ADVERTISING INJURY</td><td>\$</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$</td></tr> <tr><td>MEDICAL EXPENSE (Any one person)</td><td>\$</td></tr> </table>	GENERAL AGGREGATE	\$	PRODUCTS-COM/OPS AGGREGATE	\$	PERSONAL & ADVERTISING INJURY	\$	EACH OCCURRENCE	\$	FIRE DAMAGE (Any one fire)	\$	MEDICAL EXPENSE (Any one person)	\$
GENERAL AGGREGATE	\$																
PRODUCTS-COM/OPS AGGREGATE	\$																
PERSONAL & ADVERTISING INJURY	\$																
EACH OCCURRENCE	\$																
FIRE DAMAGE (Any one fire)	\$																
MEDICAL EXPENSE (Any one person)	\$																
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
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BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE	\$																
	EXCESS LIABILITY ☐ ☐ OTHER THAN UMBRELLA FORM				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">EACH OCCURRENCE \$</td> <td style="text-align: center;">AGGREGATE \$</td> </tr> </table>		EACH OCCURRENCE \$	AGGREGATE \$									
	EACH OCCURRENCE \$	AGGREGATE \$															
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>STATUTORY</td><td></td></tr> <tr><td>\$</td><td>(EACH ACCIDENT)</td></tr> <tr><td>\$</td><td>(DISEASE - POLICY LIMIT)</td></tr> <tr><td>\$</td><td>(DISEASE - EACH EMPLOYEE)</td></tr> </table>	STATUTORY		\$	(EACH ACCIDENT)	\$	(DISEASE - POLICY LIMIT)	\$	(DISEASE - EACH EMPLOYEE)				
STATUTORY																	
\$	(EACH ACCIDENT)																
\$	(DISEASE - POLICY LIMIT)																
\$	(DISEASE - EACH EMPLOYEE)																
	OTHER																

☐ Contractual Liability Coverage
Description of Contract:

- ☐ All insurance policies issued in relation to the described contract contain the severability of interest clause applicable to the named insured and Pasco County, Florida.
☐ Pasco County, Florida has been named as an additional insured as respects the contract entered into as described herein.
☐ Copy of the agent's license with each insurance company named above or agent's power of attorney executed by the insurance company must be attached to this certificate.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

NAME AND ADDRESS OF CERTIFICATE HOLDER
PASCO COUNTY, FLORIDA

Attn: _____
Address _____



Date Issued _____

Authorized Representative _____

Address _____

Telephone Number _____

PLEASE READ CAREFULLY

PASCO COUNTY, FLORIDA

CERTIFICATE OF INSURANCE EXPLANATION

Pasco County, Florida (County), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. The County must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The County must be advised of cancellation or non-renewal of the insurance coverages required or reduction in the coverages provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, non-renewal, or reduction in coverages must be provided to the County so that the County can take proper action to protect itself.

Many Certificates of Insurance are received by the County and many contain wording to the effect that the certificate is issued as a matter of information only and **confers no rights upon the certificate holder**. A common example of this unacceptable language is: should any of the above described policies be cancelled before the expiration date thereof, the issuing company will **endeavor** to mail _____ days written notice to the named certificate holder, **but failure to mail such notice shall impose no obligation or liability of any kind upon the company**.

The County must have the right of notice of cancellation, non-renewal, and reduction of coverage as this is part of the insurance requirements of the agreement entered into and to be relied upon by the County as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license for the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the County that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The County must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the County Insurance Certificate is received and approved. Your cooperation in providing the County with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

PART II
EXHIBIT D
ENDORSEMENT

Named Insured		Endorsement #	
Policy Symbol	Policy #	Policy Period	Effective Date of Endorsement
Issued by (Name of Insurance Company)			
It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged. 1. AMENDMENT -- NOTICE OF CANCELLATION OR MATERIAL CHANGE (DESIGNATED CONTRACT) Only with respect to your contract scheduled herein, should any of the above -described policies be canceled or materially changed before the expiration date thereof, the Issuing Company will mail 30 days' prior written notice to the Certificate Holder named therein. 2. AMENDMENT -- ADDITIONAL INSURED (DESIGNATED CONTRACT) Only with respect to your contract scheduled herein, Pasco County has been named as Additional Insured as respects the General and Automobile Liability Policies described herein. 3. AMENDMENT -- LIMITS OF LIABILITY The limits of liability apply specifically to any liability claims arising during the course of this project. CONTRACT SCHEDULE AND DESCRIPTION OF PROJECT Authorized Agent _____ Date _____ .			

PART II

EXHIBIT E

**CONTRACTOR APPLICATION FOR PAYMENT
FROM PASCO COUNTY**

(Please See Instructions at Page 8)

Section 1 – General Information and Current Payment Status

Project Title: MEADOW POINTE BOULEVARD RESURFACING (S.R. 56 TO
S.R. 54)

Bid No. 09-067

Task Name (if applicable): _____

Payment Application No. _____

For Period From: _____ To: _____

CONTRACTOR: _____

Address: _____

Remittance Name: _____

Address: _____

If CONTRACTOR is requesting payment via electronic funds transfer (EFT), please complete the following:

Account Name: _____

Account No. _____

Bank Name: _____

ABA Route No. _____

AAR SUMMARY

AAR No.	Date Approved by COUNTY ADMINISTRATOR or his designee	Additive	Deductive
TOTALS			

CHANGE ORDER SUMMARY

C.O. No.	Date Approved by Pasco BCC	Additive	Deductive
TOTALS			

CONTRACT STATUS

Initial Contract Price	\$
Net Change By Change Orders (Additive Total Minus Deductive Total)	\$
Contract Price To Date	\$
Value of Work in Place	\$
Value of Stored Materials	\$
Total Earned	\$
Retainage At _____%	\$
Total Earned Less Retainage	\$
Less Previous Payments	\$
Less	\$
Current Payment Total	\$

Section 2 – Contractor Certification

The undersigned authorized representative certifies, on behalf of the above-referenced CONTRACTOR, and under penalty of perjury:

1. All amounts and items shown on this application are correct, and the requested Current Payment Total is \$_____;
2. Any work performed or materials supplied have been in accordance with the Contract Documents for the above-referenced Project;
3. The CONTRACTOR has clear title to any materials and equipment for which the CONTRACTOR is requesting payment as stored materials;
4. All amounts paid by the COUNTY to the CONTRACTOR in previous progress payments have been applied by the CONTRACTOR and its SUBCONTRACTORS to promptly pay, in proportionate amounts, all SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials listed included in line items listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1 hereto, which is incorporated herein by reference, and consists of _____ page(s);
5. The CONTRACTOR shall apply any sums paid by the COUNTY from this Application for Payment to SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials included in line items listed in the Schedule of Values attached hereto (less retainage, if applicable), except as indicated on Attachment 2 hereto, which is incorporated herein by reference, and consists of ____ page(s).

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: _____

Title: _____

State of _____ }
County of _____ } ss:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day
of _____, 20____, by _____ (Name
of Representative) as _____
(Title of Representative) for _____
(Name of Subcontractor).

Signature of Notary Public - State of Florida at Large

Print, Type, or Stamp Commissioned Name of Notary Public

Personally known _____ or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

Section 3 – Certification by Pasco County and PROFESSIONAL

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work in the above-referenced Project has progressed to the point indicated herein and to the best of my knowledge, information, and belief, is in accordance with the Contract Documents, thereby entitling the CONTRACTOR to payment of the amount certified herein.

Pasco County Inspector:

By: _____

Date: _____

PROJECT MANAGER*:

By: _____

Date: _____

* The PROJECT MANAGER may be a Pasco County Project Engineer or other appropriate County staff member.

PROFESSIONAL**:

By: _____

Date: _____

** The PROFESSIONAL may be the County Engineer, Assistant Engineering Services Director, Division Engineer, other appropriate County staff member, or a private professional consultant.

INSTRUCTIONS FOR COMPLETING APPLICATION FOR PAYMENT

This form will be completed by the CONTRACTOR each time payment is requested in connection with the Project. This Application for Payment shall be accompanied by a Schedule of Values providing line-item detail for the project, Attachment 1, and Attachment 2.

Section 1: This section will be completed by the CONTRACTOR. The CONTRACTOR must provide all the information indicated on the form as a condition of processing and payment.

Section 2: This section will be completed by the CONTRACTOR. In this section, the CONTRACTOR shall provide certification with respect to the representations made in Section 1. The certification will be provided in accordance with the Contract Documents.

Section 3: This section must be completed by Pasco County Staff and/or the PROFESSIONAL designated by the COUNTY. The approval of the PROJECT MANAGER will always be provided. If the Pasco County Inspector or the PROFESSIONAL are not responsible for the activities to be certified, "N/A" shall be inserted in the designated signature space.

Part II

Exhibit E

Attachment 1 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. and Corresponding Line Item Reference to Schedule of Values	Explanation

-Or-

[] This page is not applicable, as no outstanding payment disputes exist with respect to any prior Application for Payment.

Contractor Signature

Part II

Exhibit E

Attachment 2 - Application for Payment

Name of Entity	Relationship	Amount in Dispute	Corresponding Line Item Reference to Schedule of Values	Explanation

-or-

[] This page is not applicable, as no outstanding payment disputes exist with respect to the current Application for Payment.

Contractor Signature

[illegible]

PASCO COUNTY, FLORIDA
APPLICATION FOR PAYMENT BY CONTRACTOR
SCHEDULE OF VALUES

[illegible]

PART II

EXHIBIT F

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS**

Note: The General Contractor shall attach this statement to the Application for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that

(Name of General Contractors Principal, Officer or Authorized Representative)

the _____
(Title of General Contractors Principal, Officer or Authorized Representative)

of _____
(Name of General Contractor)

whose principle address is

(Address of General Contractor)

on penalty of perjury, hereby affirms that pursuant to the provisions of the contract for

Project No. 09-067

Project Name. MEADOW POINTE BOULEVARD RESURFACING (S.R. 56 TO S.R. 54)

All monies owed all subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Project exist.

ATTEST:

PRINCIPAL, OFFICER or
AUTHORIZED REP.:

WITNESS

WITNESS

STATE OF _____}

COUNTY OF _____}

On this _____ day of _____, 20 _____, before me
the undersigned authority, personally appeared _____,
To me known to be the individual described in and who executed the forgoing
instrument as a Principal or Officer of the firm of _____
(if applicable) and acknowledged the execution of same, for and on behalf of and as the
act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name)

Personally known _____

Or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PART II

EXHIBIT G

SUBCONTRACTOR'S STATEMENT OF SATISFACTION

(Attachment to General Contractor's Application for Payment No. _____)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

KNOW ALL MEN BY THESE PRESENTS that

_____ (Name of Subcontractor Representative),

the _____ (Title of Subcontractor Representative)

of _____ (Name of Subcontractor),

the principal address for which is _____, on

penalty of perjury, hereby affirms that pursuant to the provisions of the contract for

Project No. 09-067

Project Name: MEADOW POINTE BOULEVARD RESURFACING (S.R. 56 TO S.R. 54)

General Contractor: _____

all monies due the Subcontractor from the General Contractor's Application for Payment

No. _____ (Period of work: _____ to _____) have been paid in full.

Witnesses:

Subcontractor Representative:

PRINT

State of _____ }
County of _____ } ss:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____
_____, 20____, by _____ (Name of Representative) as _____
_____ (Title of Representative) for _____
_____ (Name of Subcontractor).

Signature of Notary Public - State of Florida at Large

Print, Type, or Stamp Commissioned Name of Notary Public

Personally known _____ or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. _____

CONTRACT: MEADOW POINTE BOULEVARD RESURFACING (S.R. 56 TO
S.R. 54)

CONTRACTOR: _____

BID NO. 09-067 TASK (if applicable) _____

CONTRACT DATE: _____

(Circle as applicable)

TIME CHANGE EXTRA WORK CREDIT OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

	COST IMPACT	FINAL COMPLETION DAYS
DESCRIPTION OF CHANGE:		

REASON FOR CHANGE:

The initial Contract Price (FINALTOTAL BID PRICE)
was.....\$_____

Net change by previous Change Orders.....\$_____

The Contract Price prior to this Change Order was.....\$_____

The Contract Price will be _____ (increased,
decreased, unchanged) by this Change Order.....\$_____

The Final Completion Milestone prior to this Change Order: _____

The time for the Final Milestone will be _____ (extended,
reduced, unchanged) by _____ () days.

The Final Completion Milestone as of this Change Order: _____

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. _____ to _____
_____ has been executed by the parties hereto or by their
authorized representatives.

ATTEST: Jed Pittman
Clerk of the Circuit Court

COUNTY: Pasco County, Florida

By: _____
Date of Board approval: _____

By: _____
Chairman
Board of County Commissioners

ATTEST:

Witness

Witness

CONTRACTOR:

By: _____
Authorized Signature (SEAL)

Title: _____

Date: _____

**ACKNOWLEDGEMENT OF CONTRACTOR
(IF A CORPORATION OR LIMITED LIABILITY COMPANY)**

STATE OF _____ }
COUNTY OF _____ }

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as the _____ [title] of _____

_____ [name of corporation or limited liability company], a _____ [state of incorporation/establishment] _____

_____ [type of entity], the CONTRACTOR herein, and who severally and duly acknowledged the execution of such instrument as such an officer of the aforesaid CONTRACTOR, for and on behalf of, and as the act and deed of, the CONTRACTOR, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONTRACTOR, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida) [SEAL]

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____ [check one]
Type of identification produced _____ [describe]

**ACKNOWLEDGEMENT OF CONTRACTOR
(IF A PARTNERSHIP OR AN INDIVIDUAL)**

STATE OF _____ }
COUNTY OF _____ }ss.

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument on behalf of _____ [name of partnership, sole proprietorship, or individual] as the CONTRACTOR herein, and acknowledged the execution of same, for and on behalf of, and as the act and deed of the aforesaid CONTRACTOR, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____[SEAL]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____ [check one]

Type of identification produced _____[describe].

PART II

EXHIBIT I

CONSENT OF SURETY TO CHANGE ORDER NO. _____

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONTRACTOR"), entered into an Agreement on _____, 20____, in connection with that certain Project known as _____ Bid. No. 09-067, FEMA No. _____; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, 20____, in the sum of \$_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No. ____ and agrees that said Change Order shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this ____ day of _____, 20____.

SURETY:

Witness to All

By: _____
Authorized Signature

Witness to All

By: _____
As Attorney in Fact

Agency (Power of Attorney attached)

STATE OF _____ }
COUNTY OF _____ } ss.

On this ___ day of _____, 20_____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as an authorized representative of _____, and acknowledged the execution of same, for and on behalf of and as the act and deed of said _____, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PART II

EXHIBIT J

Pasco County, Florida

ALLOWANCE AUTHORIZATION RELEASE (AAR)

CONTRACT: MEADOW POINTE BOULEVARD RESURFACING AAR No. _____

CONTRACTOR: _____ FEMA No. _____

TASK (if applicable): _____ Bid No. 09-067

The CONTRACTOR is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The CONTRACTOR waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this AAR.

**DESCRIPTION OF ALLOWANCE
WORK TO BE PERFORMED**

**COST
IMPACT**

DAYS

	Amount:	Days:
Allowance Work included in Contract:	\$ _____	_____
Total of All Previous AARs:	\$ _____	_____
Balance of Allowance Work Available:	\$ _____	_____
Total Allowance Work – This AAR:	\$ _____	_____
Remaining Allowance Work Balance:	\$ _____	_____

Whereupon this AAR No. _____ has been executed by the parties or by their respective authorized representatives.

CONTRACTOR:

Witness

By: _____ [SEAL]

Witness

Name: _____

Title: _____

Date: _____

COUNTY: Pasco County, Florida

By: _____

Name: _____

Title: _____

Date: _____

PART II

EXHIBIT K

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, the Board of County Commissioners of Pasco County, Florida (hereinafter the "COUNTY"), and _____ (hereinafter the "CONTRACTOR"), entered into an Agreement on _____, 20____ in connection with that certain Project known as _____ Bid. No. 09-067, FEMA No. _____; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated _____, 20____, in the sum of \$ _____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Final Payment by the COUNTY to the CONTRACTOR, and agrees that said Final Payment shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this ____ day of _____, 20____.

SURETY:

Witness to All

By: _____
Authorized Signature

Witness to All

By: _____
As Attorney in Fact

Agency (Power of Attorney attached)

STATE OF _____ }
COUNTY OF _____ } ss.

On this ___ day of _____, 20 ___, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as an authorized representative of _____, and acknowledged the execution of same, for and on behalf of and as the act and deed of said _____, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PART II

CONDITIONS OF THE CONTRACT

B. SPECIAL CONDITIONS

1. EFFORTS SHOULD BE MADE BY THE CONTRACTOR TO SCHEDULE THE WORK SO AS TO CREATE MINIMUM IMPACT ON SCHOOL-RELATED TRAFFIC IN THE AREA, INCLUDING BUT NOT LIMITED TO PERFORMING NIGHT OPERATIONS AS REQUESTED BY THE COUNTY OR REQUIRED BY THE FDOT PERMIT FOR THE PROJECT.
2. DAMAGE TO PRIVATE PROPERTY
IF DURING THE COURSE OF THE "WORK" PROVIDED FOR HEREUNDER, THE CONTRACTOR DAMAGES PRIVATE PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE DAMAGE AND RESTORING THE PROPERTY OR CORRECTING THE DEFECT UPON THE WRITTEN REQUEST FROM THE COUNTY TO CORRECT THE DEFECT OR DAMAGE.
3. SEE ADDITIONAL SPECIAL CONDITIONS THAT FOLLOW.

PART II
B. SPECIAL CONDITIONS

SC-1 CONFORMITY OF WORK WITH CONTRACT DOCUMENTS

All work performed and all materials furnished shall be in close conformity with the lines, grades, cross sections, dimensions, and material requirements, and shall be within the tolerance indicated in the Contract Documents. The CONTRACTOR shall not deviate from the Contract Documents in any instance except under direction of the COUNTY.

SC-2 OBSERVATION OF THE WORK

The COUNTY'S Project Manager shall have free access to the materials, material suppliers, sources of supply, and to the work at all times for measuring, testing or observing the same, and the CONTRACTOR shall afford him/her all necessary facilities and assistance for such activities. After the issuance of Notice to Proceed for the work, the COUNTY'S Project Manager may:

- (A) Make visits to the work site at intervals or provide full-time inspection as the COUNTY Project Manager deems 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; the COUNTY will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work, nor will it be responsible for the CONTRACTOR'S means, methods, procedures and techniques; the COUNTY will not be responsible for the CONTRACTOR'S failure to perform the construction work in accordance with the Contract Documents, nor will the COUNTY be responsible for the safety precautions and procedures in connection with maintaining a safe Project area, including but not limited to Maintenance of Traffic.
- (B) Check and approve samples, catalog data, submittals, laboratory results, shop and mill tests of material and equipment, and other data, which the CONTRACTOR is to submit.
- (C) Act as the COUNTY'S representative at the Project site, and issue instructions of the COUNTY to the CONTRACTOR.
- (D) Based on his/her on-site observations as an experienced and qualified professional and, on his/her review of the CONTRACTOR'S application for payment, the COUNTY Project Manager shall determine the amount owing to the CONTRACTOR; such approvals of payment shall constitute a representation to the COUNTY, based on such observations and review of the data comprising such applications, that the work has progressed to the point indicated and that, to the best of his/her information and belief, the quality of work is in accordance with the Contract Documents. Payments are subject to the results of any subsequent testing required by the Contract Documents and any qualifications stated in his/her approval. Such partial and final payments will be specified elsewhere herein, except as modified in this paragraph.
- (E) The COUNTY Project Manager may conduct, in the company of the CONTRACTOR, a final construction inspection of the Project for conformance with the Contract Documents and other specific direction provided by the DIRECTOR. If acceptable to the COUNTY, the DIRECTOR may then, in writing, issue final acceptance and final payment in accordance with the terms provided in the Contract Documents.

SC-3 MAINTENANCE UNTIL FINAL ACCEPTANCE

The CONTRACTOR shall be responsible for and maintain all work and the Project area in a safe, clean and neat manner and condition until it has been completed as a whole and the CONTRACTOR has received written final acceptance from the DIRECTOR.

SC-4 INSPECTION FOR ACCEPTANCE

Upon notification that all work has been completed, the COUNTY Project Manager will make an inspection for acceptance. If the COUNTY Project Manager finds that all work has been satisfactorily completed, the inspection will be considered as the final inspection. If any of the work is found to be unsatisfactory, the COUNTY Project Manager will detail the remedial work required to achieve acceptance. The CONTRACTOR shall immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the COUNTY accepts all work.

SC-5 FINAL ACCEPTANCE

When, upon completion of the final construction inspection of the work, the COUNTY determines that the CONTRACTOR has satisfactorily completed the work, the COUNTY will give the CONTRACTOR written notice of final acceptance. This shall begin the one (1) year warranty period for the Project.

The COUNTY shall conduct a final warranty inspection approximately eleven (11) months following the COUNTY'S acceptance of the CONTRACTOR'S Affidavit of Completion.

The COUNTY will notify the CONTRACTOR in writing of all the particulars when the inspection reveals the work to be defective, inadequate, incorrect, incomplete or unsatisfactory. The CONTRACTOR shall immediately take such action as required to correct any such deficiencies and schedule a re-inspection with the appropriate parties.

In no event shall this provision be construed to be a release of any claim or cause of action whatsoever that may be asserted by any claimant against the performance and payment bonds required by this Contract. No provision provided in Section 255.05, Florida Statutes (1997) should be construed to create a statute of limitations for any claim or causes of action against the bonds. Final payment for the Project shall not be considered as a release of the Surety's obligations under the Contract Documents.

SC-6 SCOPE OF PAYMENT

The CONTRACTOR shall accept the compensation for the various Bid Items as provided in the Contract Documents as full payment: for furnishing all materials and for performing all work included and contemplated in the Contract Documents; also for all loss or damage arising out of action of the elements, weather events, or from unforeseen difficulties or obstructions that may arise or be encountered in the prosecution of the work until its final acceptance; also for all costs incurred under the provisions of the Contract Document.

For any item of work contained in the Bid, except as might be specifically provided otherwise in the basis of payment clause for the particular item, the Contract Unit Price for the pay item or items shall include all labor, equipment, materials, tools, and incidentals required for the

complete item of work, including all requirements of the section specifying such item of work. Unless specifically provided for in the Special Provisions, the CONTRACTOR will not be paid for materials delivered or stored on site.

SC-7 INTEGRATION OF WORK BY OTHERS

If any part of the CONTRACTOR'S work depends upon the work of any other CONTRACTOR, utility owner, or the COUNTY itself for proper execution or results, the CONTRACTOR shall inspect and promptly report to the COUNTY, 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 the CONTRACTOR'S work except for latent or non-apparent defects and deficiencies in the other work.

SC-8 PUBLIC SAFETY

The CONTRACTOR shall be singularly and wholly responsible for the safety of the public and property in and around the Project limits as well as for his/her employees. The CONTRACTOR shall provide, erect, and maintain necessary barricades, suitable and sufficient warning lights, danger signals, and signs; provide a sufficient number of personnel to direct traffic; and take all necessary precautions for the protection of the work and the safety of the public. The safety provisions of applicable laws and existing building and construction codes shall be observed.

Traffic control on all COUNTY and State road right-of-way shall meet the requirements of the most current edition (including all amendments) of the "Manual of Uniform Traffic Control Devices for Streets and Highways" published by the U.S. Department of Transportation Federal Highway Administration as adopted by the State of Florida and all State of Florida supplements. The CONTRACTOR shall use FDOT Standard Indexes No. 600 to 650 as a guideline for his work zone traffic control. However, these guidelines need to be applied with caution and customized as necessary to address the particular work zone situation in the field.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

II. TECHNICAL SPECIFICATIONS FOR ROADWAY WORK

The cost of any work included in the Project or referred to in the Technical Specifications shall be included in the price of all Bid Items unless a specific Bid Item is included for the particular work or unless otherwise stated. Some Sections of these Technical Specifications are in **bold** letters. These Sections are highlighted in order to particularly bring them to the attention of the CONTRACTOR. However, all Sections of the Technical Specifications are equally important and carry the same amount of weight and authority whether or not in bold letters.

SECTION A SPECIAL PROVISIONS

SP-1 PROJECT INTENT

The intent of this Project is to mill and resurface existing Meadow Pointe Boulevard generally from proposed SR 56 to existing SR 54. The work is specifically in the vicinity of Station 4+00LT (12' Wide) and from Station 78+80 to Station 138+20 (24' and Varies). The CONTRACTOR shall perform this milling, resurfacing and restoration work and other associated work in accordance with the Contract Documents and as directed by the COUNTY Project Manager. THE WORK SHALL BE DONE AT NIGHT WITH A MAXIMUM DROPOFF OF TWO (2) INCHES.

SP-2 SOILS REPORT

Any Soil Reports performed for this project will be available to the Bidders for review in the offices of the Pasco County Department of Engineering Services, Project Management Division Offices, 4454 Grand Boulevard, New Port Richey, FL 34652-5402.

These reports are made available to prospective Bidders for general information only and no warranty is made, either expressed or implied, regarding their accuracy or factual depiction of conditions.

SP-3 BID ITEMS AND QUANTITIES

If there is a difference between the items and quantities on the Plan Summary of Pay Items and the Bid Proposal (BP) Sheets in the Contract Documents, the Bid shall be based on the Items and quantities on the Bid Proposal (BP) Sheets.

SP-4 WEEKLY PROGRESS MEETINGS

The COUNTY Project Manager will chair weekly progress meetings. The general purpose of these meetings will be to coordinate the various operations in progress, review and update the status of the schedule, plan future operations, update all utility relocations, resolve conflicts, and address other issues as necessary. Payment shall be incorporated in the other bid items in the Contract. It is required that the COUNTY Project Manager and the CONTRACTOR'S Superintendent be present at these meetings.

SP-5 UTILITIES

MEADOW POINTE BLVD.
RESURFACING

SP-1

The CONTRACTOR is advised that Public and Private Utilities may be involved with this Project. The CONTRACTOR is required to provide coordination with the involved utilities to avoid delays to his operations or the relocation operations of the utilities.

SP-6 SUBCONTRACTORS

All Subcontractors shall be approved by the COUNTY prior to the start of their particular work.

SP-7 EMERGENCY TELEPHONE LIST

The CONTRACTOR is advised that in addition to all the other submittals at the Pre-construction Meeting, an emergency personnel, telephone list shall be submitted. The emergency, personnel list shall include all individuals that shall be available and their telephone numbers in the event of an emergency. This list shall also be forwarded to the COUNTY Sheriff's Office.

SP-8 PLANS AND SPECIFICATIONS

The Bidders are advised that the Contract Plans are composed of the following:

Meadow Pointe Boulevard From Proposed SR 56 to Existing SR 54 Restoration & Resurfacing by Pasco County Design Section – 17 Sheets including Roadway and Pavement Marking Plans.

The CONTRACTOR shall be issued three (3) sets of plans and specifications at the time of the Pre-construction Meeting. If the CONTRACTOR requires more sets, it shall be produced either by the COUNTY or the CONTRACTOR at the CONTRACTOR'S expense.

SP-9 MAINTENANCE OF TRAFFIC PROVISIONS

Milling and Friction Course Operations.

The CONTRACTOR is advised that the milling operation and friction course placement on S.R. 54 and along Meadow Pointe Boulevard may be a night operation from 7:00 PM to 6:00 AM. For S.R. 54, forty-eight (48) hours prior to the milling operations, the CONTRACTOR shall call Larry G. Boone, FDOT Brooksville Area Maintenance Engineer, at (352) 797-5700. Throughout all milling operations, the CONTRACTOR shall have a self-contained, vacuum-type, mobile broom on the job site for clean up of milled dust material. The asphaltic concrete shall be immediately installed upon the milled surface. Traffic shall not be allowed on the milled surface. Conflicting existing pavement markings shall be removed by the hydroblast method only. The CONTRACTOR is advised that up to two (2) applications of Temporary Markings might be required for the milling and resurfacing and other Project operations.

Lane Closures.

Lane closures shall not be permitted between the hours of 5:00 AM and 9:00 PM. All lane

closures shall be properly signed, coned, and/or barricaded in accordance with FDOT and/or MUTCD standards, whichever is more stringent. Variable message signs shall be used to advise motorists of the lane closures. The CONTRACTOR shall notify all emergency, law enforcement and rescue agencies located in the vicinity of the Project twenty-four (24) hours in advance of the proposed lane closures or restrictions. The CONTRACTOR shall at the direction of the COUNTY Project Manager, open any temporary lane closures causing extended traffic congestion, until traffic has returned to an acceptable flow as judged by the COUNTY Project Manager.

Law Enforcement Officers.

The CONTRACTOR shall provide two (2) uniformed, off-duty, law enforcement officers for traffic control during night operations, during signalization operations, and within 600 feet of a signalized intersection.

Maintenance of Traffic.

- The CONTRACTOR shall exercise caution while relocating existing signs or installing new signs to prevent unnecessary damage to the signs. If the signs are damaged beyond use, as determined by the COUNTY Project Manager, signs will be replaced at the CONTRACTOR'S expense.
- The CONTRACTOR shall maintain access to all adjoining properties at all times.
- Temporary markings shall be installed immediately when required.
- Temporary Reflectorized Pavement Markers (RPM) shall be installed with all temporary lane lines.
- Maintenance of Traffic shall include all temporary pavement markings required prior to installation of permanent pavement markings.

Drop-offs.

The CONTRACTOR shall not have drop-offs greater than two (2) inches adjacent to any travel lane; therefore, the asphalt base shall be installed by the end of the working day without a drop-off greater than two (2) inches.

All costs associated with these Maintenance of Traffic provisions shall be included under Bid Item No. 102-1, Maintenance of Traffic.

SP-10

DRAINAGE STRUCTURE BOTTOMS

The CONTRACTOR is advised that in Note 3 of FDOT Standard Index 200, Sheet 1 of 2, the following wording is deleted: "except that precast circular units may be furnished with walls in accordance with either ASTM C-478 (up to ninety-six [96] inch diameter) or ASTM C-6, Class III, B wall, modified where the elliptical steel cage area is placed in "the center one third of the wall." The CONTRACTOR should inform his structural precaster accordingly.

SP-11

NIGHTWORK

The work included in this Project shall be done at night with a maximum dropoff of two (2) inches. It may be required that some or all of the work must be accomplished

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at night in order to have the roadway available and unobstructed for travel during the day. CONTRACTOR will not receive extra compensation for such night work.

Whenever the CONTRACTOR intends to perform work during other than normal daylight hours, the CONTRACTOR shall submit a Lighting Plan at the Preconstruction Conference for review and approval of the COUNTY together with the Traffic Control Plan for such Night Work. These Plans shall be submitted on standard size plan sheets, not larger than 24"X36" and on a scale of either 1" = 50' or 100'. Prior to the commencement of any Night Work, the COUNTY must approve the Plans in writing. For any approved night Work, a foreman and sufficient personnel and/or labor shall be present to undertake the work so that all approved Night Work will be completed by 5:30 A.M. on the following morning. No additional compensation will be made to the CONTRACTOR for work performed at night.

During nighttime operations, the CONTRACTOR shall furnish, place, and maintain lighting sufficient to permit proper workmanship and inspection. The CONTRACTOR shall use lighting with 5 foot-candles minimum intensity. The lighting shall be arranged to prevent interference with traffic. The lighting shall not produce undue glare to the adjacent property owners. The CONTRACTOR shall provide a light meter to demonstrate that the minimum light intensity is being maintained. Lighting will be accomplished by the use of portable floodlights, standard equipment lights, existing streetlights, temporary streetlights, or other lighting methods, or combination of lighting methods approved by the COUNTY.

The CONTRACTOR shall furnish, place and maintain variable message signs to alert approaching motorists of lighted construction work zones ahead. The variable message signs shall only be operated during active construction activities. The CONTRACTOR shall also equip all vehicles used on the Project with either amber or white flashing lights. All other equipment shall be equipped with a minimum of four (4) square feet of reflective sheeting, or flashing lights. To avoid distraction to motorists, the lights on the vehicles or equipment shall not be operated when the vehicles or equipment are outside of the clear zone or behind other traffic control devices.

SP-12

MATERIALS

Only new materials conforming to the requirements of the specifications and approved by the COUNTY Project Manager shall be used in the work. The CONTRACTOR shall employ the services of an FDOT-qualified testing laboratory certified in Group 9.3, Highway Testing Materials, to sample, test, and certify compliance with the specifications of all materials and applicable field testing. Any materials proposed for use may be inspected or tested at any time during its preparation and use. No material that, after approval, has, in any way, become deficient shall be used in the work. All materials must meet or exceed current FDOT specifications and the requirements of this Contract.

The COUNTY Project Manager shall require any or all materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as the COUNTY Project Manager may determine. The tests shall be performed in accordance with the FDOT *Standard Specifications, 2000 Edition*, and COUNTY Engineering Services Department *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities, April 1993 Edition*, by an FDOT-qualified, test laboratory certified in Group 10.3, Construction Materials

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Testing. Should there be any difference between these documents or with any other Contract Document or referenced document, the more stringent shall apply. Such tests will be made by and at the expense of the CONTRACTOR, and if any test should fail, the CONTRACTOR will be responsible for the expense of retesting required by the COUNTY. The CONTRACTOR shall provide facilities as required by the COUNTY Project Manager for collecting and forwarding samples. The CONTRACTOR shall not use or incorporate any sample material in the work until the tests have been made and acceptable test reports provided to the COUNTY. Prior to the submission of the CONTRACTOR'S Affidavit of Completion, the COUNTY Project Manager shall be provided with a bound, certified copy of the test results.

In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the COUNTY Project Manager, furnish additional samples taken from the completed work at any point indicated by the COUNTY Project Manager. The CONTRACTOR shall immediately replace the removed areas in a manner and with materials that conform to the specifications and meet 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.

Where the American Association of State Highway Officials (AASHTO) or the American Society of Testing Materials (ASTM) specifications are stipulated, the reference shall be construed to be the most recent Standard Specification of AASHTO or ASTM in force on the date of advertisement for bids.

The COUNTY may conduct, at its own expense, any testing beyond that specified that it deems necessary to ensure the level of quality dictated by the Contract Documents. The CONTRACTOR shall reimburse the cost of any test performed by the COUNTY on material that does not meet or exceed the specifications.

SP-13 **CLEANUP**

The CONTRACTOR is responsible for the maintenance of the Project within the entire right-of-way and for the duration of the Project. This shall include the mowing of grass, edging, bagging of the clippings, and the clean up of all the litter. **This also includes the maintenance of stormwater retention/detention areas and mitigation areas included in this Project. The CONTRACTOR shall keep such areas free of cattails and other exotic species as required by the permits for the Project. All costs incurred as a result of this work shall be incorporated in the cost of all items in the Contract.**

SP-14 **DRAINAGE**

The CONTRACTOR is advised to use extreme caution during the construction operation in order to prevent material from entering the system. Prior to the start of construction, the CONTRACTOR shall conduct a physical survey of the existing drainage system within the limits of the Project in order to ascertain the condition of the system.

At the end of construction, and prior to substantial completion, the system (existing and new) shall be surveyed to ascertain if any debris entered the system as a result of the CONTRACTOR'S operations. If it is concluded that any debris entered the system as a

result of the CONTRACTOR'S operations, the CONTRACTOR shall be required to clean the system. The surveys of the drainage system, at the start and end of construction, shall be with the CONTRACTOR'S forces and the COUNTY forces (both Engineering Services Department and Road and Bridge Department).

SP-15 **PERMITS AND CONDITIONS**

The CONTRACTOR shall be considered as the Permittee for all permits applicable to this Project, whether or not the actual permits are included in the Contract Documents, during the period of construction of this Project. Therefore, the CONTRACTOR shall be responsible for all requirements, specific conditions and general conditions included in the permits. Fines or other costs resulting from the CONTRACTOR'S non-compliance with the permits will be borne by the CONTRACTOR and may be deducted from the final payment if not removed or resolved by the end of the Contract time.

SP-16 **SUBSTITUTE PIPE**

Pipe items shall be bid based on the bid pipe material. If the successful CONTRACTOR wants to use a substitute pipe material for the bid pipe material, he/she shall provide all necessary documentation that indicates the substitute pipe material is as good as or better than the bid pipe material in all respects. The CONTRACTOR shall also provide a credit to the COUNTY if the substitute pipe material is less expensive than the bid pipe material. However, the CONTRACTOR will not be entitled to additional compensation if the substitute pipe material is more expensive than the bid material. The original bid price for the particular pipe item shall constitute the full price and payment for all labor and materials to furnish and install the pipe and all other costs in connection with the installation of the pipe or incidental thereto.

SP-17 **EASEMENT AREAS**

The CONTRACTOR shall restore all Easement areas (or other areas used or affected by the construction of this Project) to as good or better condition than prior to construction and consistent with the Plans, Specifications, Permits, or other Contract Documents and the surrounding area(s).

SP-18 **FENCING.**

Prior to the removal of existing fence along the Project, the CONTRACTOR shall install new fence along the new boundary of the existing fenced property. The new fence shall be similar to the existing fence and provide a firm and secure connection to the remaining existing fence. The cost of the removal of the existing fence and furnishing and installing new fence shall be included in the **Bid Item No. 110-1-1 – Clearing and Grubbing, Per Lump Sum.**

PART II

CONDITIONS OF THE CONTRACT

C. TECHNICAL SPECIFICATIONS – See Attached

THESE TECHNICAL SPECIFICATIONS HAVE BEEN WRITTEN TO PROVIDE SPECIFIC REQUIREMENTS FOR THE MEADOW POINTE RESURFACING PROJECT ONLY. THE INTENTION OF ALL TECHNICAL SPECIFICATIONS IS TO BE COMPLEMENTARY AND SUPPLEMENTARY TO ALL GENERAL AND SPECIAL CONDITIONS IN THESE CONTRACT DOCUMENTS. SHOULD ANY CONFLICTS EXIST BETWEEN THE TECHNICAL SPECIFICATIONS AND THE GENERAL OR SPECIAL CONDITIONS (IF ANY), THE LATTER SHALL PREVAIL AND CONTROL THE INTERPRETATION OF THESE TECHNICAL SPECIFICATIONS.

TECHNICAL SPECIAL PROVISIONS

Florida Department of Transportation 2007 Standard Specifications for Road and Bridge Construction (Standard Specifications), as approved and adopted by FDOT, shall govern all work on this Project except that the General Requirements and Covenants Division of the Standard Specifications, is deleted and replaced by the Instructions to Bidders and General Conditions Sections of this Contract. All references to sections or articles of the General Requirements and Covenants Division of the Standard Specifications shall be considered as references to parallel sections of the General Conditions Section of this Contract or shall be dealt with in accordance with COUNTY policy or determinations.

The Construction Details and Materials Divisions of the Standard Specifications shall govern all work on this Project except as amended in the Special Provisions and the Technical Special Provisions. The Standard Specifications and Project plans are English units of measure. References in the Standard Specifications to the DEPARTMENT shall be considered as references to the COUNTY.

DIVISION I Construction Details

TSP-100 **CONSTRUCTION EQUIPMENT, GENERAL REQUIREMENTS.**

100-3 **Experimental Equipment.**

This section is deleted.

TSP-101 **MOBILIZATION.**

This article is revised as follows:

101-1 **Description.**

This article applies with the addition that mobilization shall include those operations necessary for the movement of incidentals to and from the Project site. The cost of the final cleanup and demobilization shall also be included.

Delete the last paragraph of this section. Payment for the costs of bonds and insurance will be made under **Bid Item No. 1000-2, Bonds and Insurance, Lump Sum** (see the General Conditions for the bond and insurance requirements of this bid item).

101-2.2 **Partial Payments.**

101-2.3 **When No Separate Item is Included in the Proposal.**

These subsections are deleted.

Add the following sections:

101-3 **Mailbox Relocation.**

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The CONTRACTOR shall provide daily, temporary access to all existing mailboxes or temporarily relocate the mailboxes. Temporary access, temporary relocation, and/or a temporary mail service scheme shall be to the satisfaction of the U.S. Postal Service and the property owner recipient and shall be subject to acceptance by the COUNTY.

Upon completion of the Project, the CONTRACTOR shall place the mailboxes in a permanent location to the satisfaction of the property owner and the U.S. Postal Service. The installation of all mailboxes shall be in accordance with the latest version of the AASHTO publication, "A Guide for Erecting Mailboxes on Highways," and the servicing office of the U.S. Postal Service.

No direct payment will be made for the relocation of mailboxes required under the Contract. Payment for the relocation of mailboxes shall be included in the cost of all Contract Bid Items.

101-4 Job Signs.

The COUNTY shall furnish two (2) 4' X 8' job signs for the CONTRACTOR to install at locations designated by the COUNTY'S Project Manager. The CONTRACTOR shall furnish two (2) 4" X 4" X 12' pressure-treated posts per sign and any and all required labor, materials, and equipment to install each sign. All signs shall be located outside the roadway clear zone and clear-sight triangle. The signs shall be the property of the CONTRACTOR for the duration of the Project and shall be maintained by the CONTRACTOR to the satisfaction of the COUNTY'S Project Manager. Upon completion of all Contract work, the CONTRACTOR shall return the signs to the COUNTY.

The price of any job sign erection, location, and removal shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum.**

101-5 Utility Location Confirmation.

The CONTRACTOR shall verify the horizontal and vertical location of any utilities within the roadway right-of-way at locations designated by the COUNTY'S Project Manager. The CONTRACTOR shall excavate around each utility by hand digging and shall use due care to protect each utility.

Utility locations will be verified at locations of potential conflict and wherever an existing utility is to remain as directed by the COUNTY'S Project Manager. Utilities located beneath the traveled roadway will not be verified at each location. The utility locations will be verified within the first month of the Contract. Any utilities damaged by the CONTRACTOR shall be repaired at the CONTRACTOR'S expense.

The CONTRACTOR shall notify each utility company prior to excavation in the vicinity of the utility. The intent of this work is to determine the accuracy of the utility location information provided to the COUNTY by the utility companies and to further evaluate the potential of utility conflicts with proposed construction at the start of construction. All costs associated with this work shall be included in **Bid Item No. 101-1, Mobilization, Lump Sum.**

TSP-102 **MOT** (Also refer to the Special Provisions for particular MOT provisions regarding this Project.)

102-4 **Alternative Traffic Control Plan.**

This section is deleted and replaced with the following:

The CONTRACTOR shall be responsible for developing and implementing an MOT Plan that shall comply with this section, any documents incorporated by reference, and the requirements of the COUNTY Traffic Operations Engineer. The CONTRACTOR shall not begin any work within or near the Project limits without an approved MOT Plan. The MOT Plan shall address each and every phase or stage of the CONTRACTOR'S construction operations.

The COUNTY shall have fourteen (14) calendar days from the date of submittal of the MOT Plan to either approve the plan as submitted or to return the plan to the CONTRACTOR for correction and re-submittal. If the CONTRACTOR wishes to modify an approved MOT Plan that is in use, the CONTRACTOR shall submit a modified MOT Plan which might be subject to the fourteen (14) day calendar, review period.

The information to be shown on the MOT Plan shall include, but not be limited to, the construction to be performed, the existing roadway, the limits of any proposed temporary pavement, all intersecting streets, the width of maintained travel lanes, the dimensions and locations of important geometry features, the location and types of all signs, the location and types of striping, and the location and type of all barricades.

102-5.3 **Number of Traffic Lanes.**

Add the following to this subsection:

One-way operations are only allowable with authorization from the COUNTY Traffic Operations Manager.

102-5.6 **Protection of the Work from Injury by Traffic.**

Substitute the terms "damage" and "damaging" for "injury" and "injurious", respectively, in this subsection.

102-6 **Detours.**

This section is deleted and replaced with the following:

Detours are only allowable with authorization from the COUNTY Traffic Operations Manager. All parties potentially affected by the detour shall be notified in accordance with the COUNTY Traffic Operations Manager direction.

102-11.8 **Warning / Channelizing Devices.**

Add the following to this subsection:

Only Type IIIB reflective sheeting, as specified in Section 994, shall be used for signs and barricades used in connection with MOT. All construction warning signs shall be 48" X 48" or larger along the Project. All construction signs for signalized intersections shall be 48" X 48" or larger along crossroads.

102-13.1 **MOT (General Work).**

Add the following text at the end of this subsection:

Any costs associated with compliance with the provisions of this section shall be included in **Bid Item No. 102-1, Maintenance of Traffic, Lump Sum**. Partial payments for Bid Item No. 102-1 shall be a pro-ration of the lump sum price over Contract time.

TSP-103 **TEMPORARY WORK STRUCTURES.**

This article is deleted.

TSP-104 **PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

104-3 **Control of CONTRACTOR'S Operations, Which May Result in Water Pollution.**

Add the following text to the end of this section:

Stabilized construction entrances shall be constructed to comply with the requirements of the Storm Water Pollution Prevention Plan (SWPPP) at all points of the Project ingress and egress.

104-6.4.3 **Temporary Sod.**

Delete the last sentence of this subsection.

104-9 **Method of Measurement.**

Add the following subsections:

104-9.1 **Compliance.**

The CONTRACTOR shall become familiar with SWFWMD ERP, EPA NPDES General Permit conditions, and the **SWPPP, which the CONTRACTOR shall provide for this Project**. The CONTRACTOR shall also become familiar with all the permits and conditions as contained in these Contract Documents and shall be wholly and singularly responsible for compliance with the conditions and terms contained therein. The CONTRACTOR shall further hold the COUNTY harmless from all consequences resulting from any lack of compliance with the permit conditions. Payment for this compliance and all other necessary work under Article 104 shall be made under **Bid Item No. 1000-1, NPDES Permit, Lump Sum**.

104-9.2 **NPDES Permit Compliance.**

The CONTRACTOR shall, at all times, perform construction activities in accordance with the terms and conditions of the NPDES Permit and SWPPP. **The project-specific SWPPP (see EPA publication, *Construction Fact Sheet, Part III*) shall be provided and completed by the CONTRACTOR.** The CONTRACTOR shall then submit a NOI and NOT as required by the *Construction Fact Sheet, Part II*, and the SWPPP to EPA. A second set of originals of SWPPP, NOI, and NOT shall be simultaneously submitted to the COUNTY. Regardless of EPA requirements, a final draft of SWPPP, NOI, and NOT shall be submitted to the COUNTY.

The sediment control/erosion control measures outlined in the construction plans are considered to be the minimum requirements for preventing sediment from leaving the Project site and entering adjacent properties. It shall be the CONTRACTOR'S responsibility to maintain all the sediment/erosion control devices in good working order and to furnish and install additional control measures to prevent sediment from leaving the Project site as required. Additional measures and their costs shall be approved in advance by the COUNTY and covered under the unit costs for the respective items.

Compensation for SWPPP, NOI, SWPPP inspections and NOT, and all other work required by the NPDES General Permit including, but not limited to, preparation and submission of the documents as well as all labor and materials required for compliance shall be included in Bid Item No. 1000-1, NPDES Permit, Lump Sum.

Payment schedule for work under Bid Item No. 1000-1 will be as follows: thirty (30) percent on the initial pay request accompanied by the Storm Water Pollution Prevention Plan (SWPPP) and the NOI, 2.5 percent per month up to a combined maximum of seventy-five (75) percent, and twenty-five (25) percent or the balance due with the final pay request accompanied by the Stormwater Permit NOT.

TSP-105 **CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS.**

This article is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

110-10.5 **Road Edge Preparation.**

Road Edge Preparation shall include but not be limited to the following:

1. Grading of earthen shoulders to facilitate surface storm water runoff when applicable and as directed by the COUNTY.
2. One week prior to work associated with Road Edge Preparation, the CONTRACTOR shall notify all affected property owners via U.S. Postal Service, or other appropriate means, that work within the road right-of-way is scheduled to begin. This notification

should indicate to the property owner that anything within the right-of-way limits might be disturbed and should be removed or relocated by the property owner prior to the beginning of construction. The proposed date of construction shall also be given in the notice. Items within the right-of-way might include sprinkler heads, shrubbery, decorative lawn ornaments, etc. A copy of the notice will be forwarded to the COUNTY for information and file. Should the CONTRACTOR fail to notify all affected property owners of the work to be performed within the road right-of-way, the CONTRACTOR will be responsible for replacing broken or disturbed items.

3. Removal of all growth and vegetation from the pavement area.

4. Herbicide Treatment

(A.) Application of Herbicide: At least two (2) weeks prior to paving operations, an application of the herbicide "Tramitol 25-E" or an approved equal shall be applied to all vegetative growth within the limits of the existing pavement and curbs.

(B.) Material used shall meet all applicable requirements of the governing agencies and shall be applied in strict compliance with regulatory and manufacturer's directions. Care shall be taken to avoid excessive use and the material shall be premixed prior to delivery to the Project site. A qualified, licensed, and insured CONTRACTOR familiar with the regulatory requirements and the material shall apply the material.

(C.) At least once a week prior to paving operations, the work areas shall be inspected to determine the results of the initial application. Any areas found to contain living vegetation shall be noted and additional applications of herbicide shall be applied until all vegetation within the prescribed work limits has been killed.

(D.) After all vegetation within the limits of the work has been verified by the COUNTY to be dead, the CONTRACTOR shall remove the dead vegetation and thoroughly clean all soil and other material from the pavements and curbs.

Method of Measurement:

Work included under this Article shall be on the linear foot basis, as measured along each edge of pavement properly prepared.

Basis of Payment:

The CONTRACTOR shall be paid for all Work associated with this Article under Bid Item 110-47 - Road Edge Preparation – Per Linear Foot.

TSP-110

CLEARING AND GRUBBING.

110-3

Selective Clearing and Grubbing.

Add the following text to the end of this section:

Any trees and/or shrubbery located within the right-of-way shall be protected and preserved unless otherwise directed by the COUNTY'S Project Manager or indicated in the Plans.

The CONTRACTOR shall relocate existing fences to the new right-of-way line. Where additional fencing is required, the new fencing shall be the same type and material as that which exists or as designated on the plans. Any fences located within the areas of temporary, construction easement limits shall be relocated to the edge of the temporary construction easement and then relocated to the new right-of-way when construction is completed. **No direct payment will be made for the relocation of fencing or the installation of in-kind fencing and gates as it is considered to be incidental to clearing and grubbing under this Contract.**

110-6.3 Partial Removal of Bridges.

This subsection is deleted.

110-10.4 Mailboxes.

This Subsection is deleted.

110-10.5 Road Edge Preparation.

Road Edge Preparation shall include but not be limited to the following:

5. Grading of earthen shoulders to facilitate surface storm water runoff when applicable and as directed by the COUNTY.
6. One week prior to work associated with Road Edge Preparation, the CONTRACTOR shall notify all affected property owners via U.S. Postal Service, or other appropriate means, that work within the road right-of-way is scheduled to begin. This notification should indicate to the property owner that anything within the right-of-way limits might be disturbed and should be removed or relocated by the property owner prior to the beginning of construction. The proposed date of construction shall also be given in the notice. Items within the right-of-way might include sprinkler heads, shrubbery, decorative lawn ornaments, etc. A copy of the notice will be forwarded to the COUNTY for information and file. Should the CONTRACTOR fail to notify all affected property owners of the work to be performed within the road right-of-way, the CONTRACTOR will be responsible for replacing broken or disturbed items.
7. Removal of all growth and vegetation from the pavement area.
8. Herbicide Treatment
 - (A.) Application of Herbicide: At least two (2) weeks prior to paving operations, an application of the herbicide "Tramitol 25-E" or an approved equal shall be applied to all vegetative growth within the limits of the existing pavement and curbs.
 - (B.) Material used shall meet all applicable requirements of the governing agencies and shall be applied in strict compliance with regulatory and manufacturer's directions. Care shall be taken to avoid excessive use and the material shall be premixed prior to delivery to the Project site. A qualified, licensed, and insured CONTRACTOR familiar with the regulatory requirements and the material shall apply the material.
 - (C.) At least once a week prior to paving operations, the work areas shall be inspected to determine the results of the initial application. Any areas found to

contain living vegetation shall be noted and additional applications of herbicide shall be applied until all vegetation within the prescribed work limits has been killed.

(D.) After all vegetation within the limits of the work has been verified by the COUNTY to be dead, the CONTRACTOR shall remove the dead vegetation and thoroughly clean all soil and other material from the pavements and curbs.

Method of Measurement:

Work included under this Article shall be on the linear foot basis, as measured along each edge of pavement properly prepared.

Basis of Payment:

The CONTRACTOR shall be paid for all Work associated with this Article under Bid Item 110-47 - Road Edge Preparation – Per Linear Foot.

110-11.5 **Mailboxes.**
110-12.5 **Mailboxes.**

These subsections are deleted.

TSP-120 **EXCAVATION AND EMBANKMENT.**

120-3 **Preliminary Soils Investigation.**

The following is added to this section:

The CONTRACTOR shall be responsible for determining to his/her satisfaction prior to the submission of his/her bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done will reflect all costs pertaining to that work. Any claims for extras based on the substrata or groundwater table conditions will not be allowed.

120-4 **Removal of Unsuitable Material and Existing Roads.**

Add the following text to this section:

Removal of unsuitable material shall be as directed by the COUNTY'S Project Manager, utilizing lines and grades in the plans.

Delete subsection 120-5.2.

120-8.3 **Hydraulic Method.**

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This subsection is deleted.

120-10 Acceptance Program.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager.

120-14 Basis of Payment.

120-14.1 General.

Add the following to this subsection:

The Contract unit prices shall include the cost for all labor, equipment, and materials to perform any and all work necessary to complete the earthwork as shown in the Plans in accordance with Section 120. There will be no adjustment of plan quantity if the CONTRACTOR requests, and the COUNTY approves, the use of a different base. Partial payments shall be based on calculations to approximate the amount of earthwork performed during the pay period.

TSP-125 EXCAVATION FOR STRUCTURES AND PIPE.

125-9 Acceptance Program.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

TSP-160 STABILIZING.

160-7 Acceptance Program.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

160-8.4 Test Frequency.

This subsection is revised as follows:

Limerock Bearing Ratio

- One (1) per 500 linear feet in randomly selected locations (left, right, and on the centerline).
- One (1) per street minimum.

Field Density

1. Test Frequency for Roadway

- One (1) per 300 linear feet in randomly selected locations (left, right, and on the centerline).
- One (1) per street minimum

2. Test Frequency for Curb Pad (where curb is required)

- One (1) per 300 linear feet.
- One (1) per street minimum.

Thickness

Test Frequency

- One (1) at each density test location.
- If the thickness is not specified, twelve (12) inches is assumed.

160-9.1 **Type B Stabilization and Type C Stabilization.**

This subsection applies with the exception that areas to be paid shall not be plan quantity. Instead, the quantity shall be paid for at the contract unit price for area in square yards actually stabilized and accepted.

TSP-175	CRACKING AND RESEATING EXISTING CONCRETE PAVEMENT.
TSP-200	ROCK BASE.
TSP-204	GRADED AGGREGATE BASE.
TSP-210	REWORKING LIMEROCK BASE.
TSP-230	LIMEROCK STABILIZED BASE.
TSP-283	RECLAIMED ASPHALT PAVEMENT BASE.

These articles are deleted.

TSP-285 **OPTIONAL BASE COURSE.**

This article is revised as follows:

Only limerock and asphalt shall be considered acceptable optional, base-course materials.

285-6.1 **Measurements.**

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The fourth paragraph of this subsection is revised as follows:

Do not substitute subbase materials in excess of the tolerance specified for the optional base.

285-6.2 Correction of Deficient Areas.

In the second paragraph, change 234-8.1.3 to 234-8.3, 234-8.4 and 234-8.5.

285-8 Method of Measurement.

This section is deleted and replaced with the following:

The quantity to be paid shall be the actual area, in square yards, of material placed and accepted. There will be no payment for additional square yards of surface area of base due to measured thickness greater than the thickness shown in the plans.

**TSP-287 ASPHALT TREATED PERMEABLE BASE.
TSP-288 CEMENT TREATED PERMEABLE BASE.
TSP-290 GRANULAR SUBBASE.**

These articles are deleted.

TSP-300 PRIME AND TACK COAT FOR BASE COURSES.

300-4 CONTRACTOR'S Quality Control.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager.

TSP-330 HOT BITUMINOUS MIXTURES—GENERAL CONSTRUCTION REQUIREMENTS.

330-2 Quality Control by the CONTRACTOR.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager.

330-11 Density Control.

Add the following to this section:

The following field density requirements and test frequencies shall be used in lieu of those specified in Section 330:

Field Density

The field density shall be ninety-five (95) percent of the laboratory density.

Test Frequency Per Course

- One (1) per 300 linear feet per lane taken along the roadway mainline in randomly selected locations (left, right, and on the centerline).
- One (1) per acceleration/deceleration lane and taper in a randomly selected location.
- One (1) per median opening in a randomly selected location.
- Two (2) per street minimum.

Thickness

Test Frequency

- One (1) per 300 linear feet for both roadway mainlines in randomly selected locations (left, right, and on the centerline).
- One (1) per acceleration/deceleration lane and taper in a randomly selected location.
- One (1) per median opening in a randomly selected location.
- Two (2) per street minimum.

- 330-12.3.1 **Quality Control Requirements.**
- 330-12.3.2 **Verification.**
- 330-12.4.4 **Process Control Testing.**
- 330-12.4.5 **Quality Control Testing.**

These subsections are revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager.

- TSP-334 **SUPERPAVE ASPHALT CONCRETE.**
- 334-4 **CONTRACTOR Process Control.**
- 334-5 **Acceptance of the Mixture.**
- 334-6 **Comparison Testing.**

These sections are revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

334-8.1 General.

The second paragraph of this subsection is deleted.

334-8.2 Pay Factors.

334-8.3 Composite Pay Factor (CPF).

These subsections are deleted.

TSP-336 ASPHALT RUBBER BINDER.

336-5 Testing and Certification Requirements.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

TSP-337 ASPHALT CONCRETE FRICTION COURSE.

337-5 CONTRACTOR'S Process Control.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

TSP-338 VALUE ADDED ASPHALT PAVEMENT.

This article is deleted.

TSP-336 ASPHALT RUBBER BINDER.

TSP-337 ASPHALT CONCRETE FRICTION COURSE.

TSP-339 MISCELLANEOUS ASPHALT PAVEMENT.

For any asphalt used on this Project, if a Marshal; mix rather than a SuperPave mix is used, the following tests and frequencies shall be used in lieu of SuperPave tests and frequencies:

Extraction/Gradation

Test Frequency

- One (1) per day minimum.
- One (1) per change of mix design minimum.

Marshall Stability and Flow

Test Frequency

- One (1) per day minimum
- One (1) per change of mix design minimum.

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TSP-341 ASPHALT RUBBER MEMBRANE INTERLAYER

This article is deleted.

TSP-346 PORTLAND CEMENT CONCRETE

The following test frequencies shall be used in lieu of the frequencies outlined in this article:

Compressive Strength

Test Frequency Per Type

- Set of three (3) cylinders for each day's placement or per fifty (50) cubic yards, whichever is greater.
- Air content, where applicable.

346-4.2.2 **Sampling and Testing.**

346-4.2.3 **Certification.**

346-4.2.4 **Control Level for Corrective Action.**

346-5 **Sampling and Testing.**

346-6 **Control of Quality.**

346-8 **Plastic Concrete Sampling and Testing.**

346-9 **Acceptance Sampling and Testing.**

346-11 **Pay Adjustments for Low Strength Concrete.**

These sections and subsections are revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

TSP-347 PORTLAND CEMENT CONCRETE, CLASS I (NONSTRUCTURAL)

347-4 **Control of Quality.**

347-5 **Certification and Acceptance.**

These sections are revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager.

TSP-350 CEMENT CONCRETE PAVEMENT

350-16 **Thickness Determinations.**

350-17 **Deficient Thickness.**

MEADOW POINTE BLVD.
RESURFACING

These sections are revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager.

TSP-353 CONCRETE PAVEMENT SLAB REPLACEMENT.
TSP 355 VALUE ADDED PORTLAND CEMENT CONCRETE PAVEMENT.

These articles are deleted.

TSP-425 INLETS, MANHOLES, AND JUNCTION BOXES

425-1 Description.

The following text shall be added at the end of this section:

Constructed elevations for inlets, manholes, and junction boxes shall not vary more than 0.05+ feet from the grades as shown on the plans and shall maintain the designated direction of flow.

425-3.2 Gratings.

The following text shall be added at the end of this subsection:

All grates shall be traffic-bearing steel grates, Alternate G, hot-dipped galvanized after fabrication.

TSP-430 PIPE CULVERTS AND STORM SEWERS

430-1 Description.

The following text shall be added at the end of this section:

Constructed elevations and grades for pipe culverts and storm sewers shall not vary more than 0.10 percent in slope or 0.05 ± feet in elevation from grades as shown on the plans and shall maintain the designated direction of flow.

430-4.1 General.

The following text shall be added at the end of this subsection:

Drainage structures shall not be altered to accommodate pipe not laid true to line and grade.

430-4.2 Trench Excavation.

The following text shall be added at the end of this subsection:

The cost for excavation and backfill for culverts and storm sewers shall be included in the unit cost for the culverts and storm sewers.

430-12.1 New Pipe.

This subsection is revised as follows:

All pipes shall be paid for at the contract unit price, per linear foot, for the quantity of pipe measured in place, completed, and accepted.

TSP-450 PRECAST PRESTRESSED CONCRETE CONSTRUCTION.

**450-2 Quality Control / Quality Assurance Program.
450-4 Material Acceptance and Testing.**

These sections are revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

TSP-520 CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR

520-11 Method of Measurement.

This section is revised as follows:

The term "plan quantity" is deleted and replaced with "quantity placed." The cost of drop curb for driveways is included in **Bid Item No. 520-1-10, Curb and Gutter Concrete (Type F), Per Linear Foot.**

TSP-521 CONCRETE BARRIER WALL

521-7 Method of Measurement.

This section is revised as follows:

The term "plan quantity" is deleted and replaced with "quantity placed."

**TSP-523 PATTERNED / TEXTURED PAVEMENT.
TSP-525 ASPHALT CONCRTE CURB.
TSP-526 ARCHITECTURAL PAVERS.
TSP-534 SOUND BARRIERS.**

Delete these articles.

TSP-550 FENCING

550-5.1 General.

Delete the text in this subsection and replace with the following:

The quantities to be paid for under this section shall be the length of each type of fence constructed and accepted, including corner pull and end-post assemblies constructed. In addition, no extra payment will be made for any additional lengths of post that are necessary for the crossing of depressions in accordance with 550-4.4.3, muck areas, or other areas of inadequate support for a post of standard length.

TSP-556 JACK AND BORE.

556-4 Quality Control.

This section is revised as follows:

Provide and maintain a quality control system that provides reasonable assurance that all materials, products, and completed construction submitted for acceptance meet Contract requirements. The criteria, methods, requirements, and determinations included in this article shall be as directed by the COUNTY'S Project Manager

TSP-557 VIBRATORY PLOWING.
TSP-563 ANTI-GRAFFITI COATING SYSTEM.

Delete these articles.

TSP-570 GRASSING (BY SEEDING)

570-2 Materials.

Delete reference to Section 987. Compost shall meet the requirements of FDEP Rule 62.709.550, Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal, solid-waste compost), or Rule 62.640.850, Type AA (composted bio-solids).

570-5 Method of Measurement.

Delete the text in this section and replace with the following:

The quantity of seeding to be paid for under this section shall be the area in square yards of grassing satisfactorily installed and accepted. The CONTRACTOR shall be required to mow the established grass when the height exceeds six (6) inches as determined by the COUNTY'S Project Manager.

570-6 Basis of Payment.

MEADOW POINTE BLVD.
RESURFACING

Delete the text in this section and replace with the following:

The quantity shall be paid for under **Bid Item No. 570-2, Seed and Mulch, per square yard**. The price and payment for grassing shall constitute full compensation for all work, described herein, and soil preparation and application including, but not limited to, grass seed (permanent type), mulch material, fertilizer, dolomitic limestone, water, grass seed (quick growing), and complete maintenance of grassing areas until accepted by the COUNTY.

TSP-571 **CONSTRUCTION LAYOUT**

The CONTRACTOR shall retain a registered Professional Surveyor and Mapper (CONTRACTOR'S Surveyor) licensed in the State of Florida to establish all centerlines, base lines, horizontal and vertical control for all structures, roads, pipelines, and facilities, and set benchmarks as necessary to establish the basic layout. The CONTRACTOR'S Surveyor shall be responsible for developing all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations, utility locations, and other working points, lines, elevations, and cut sheets. The CONTRACTOR shall furnish the necessary labor and materials to accurately layout the work and set the required elevations from the information indicated, and shall utilize the CONTRACTOR'S Surveyor for all detailed surveys needed for construction.

Prior to the start of construction, the CONTRACTOR'S Surveyor shall stake the right-of-way. At a minimum, staking shall be at 100-foot intervals and at all changes in right-of-way width or direction. Station numbers (e.g., 50+00) shall be painted on the stakes and shall be maintained in legible condition by the CONTRACTOR until final acceptance of the Project. All survey baseline control points must be referenced outside the limits of construction and a copy of field notes submitted to the COUNTY Surveyor prior to the start of construction.

The dimensions for lines, elevations, and grades for structures and appurtenances are indicated in the plans, together with other pertinent information required for laying out the work.

If site conditions vary from those indicated on the plans, the CONTRACTOR shall notify the COUNTY'S Project Manager immediately of such variations. The COUNTY'S Project Manager shall then make adjustments to the plans as may be required. The location and elevation of the benchmarks are shown in the plans. The CONTRACTOR'S Surveyor shall check all benchmarks shown on the plans and notify the COUNTY'S Project Manager of any discrepancies prior to the start of construction.

The CONTRACTOR'S Surveyor shall provide the COUNTY'S Project Manager with all original field notes used and generated during the construction of the Project. All notes shall be kept in bound field books supplied by the COUNTY. All survey notes taken for the "As-Built" Drawings shall also be contained in bound field books. The COUNTY shall provide two (2) field books to the CONTRACTOR'S Surveyor. Additional field books shall be provided, if necessary, within forty-eight (48) hours of the receipt of a written request. The field books shall be returned to the COUNTY prior to the final acceptance of the Project.

The CONTRACTOR shall also be responsible for all property monuments, geodetic survey control points, and points shown on the plans with State plane coordinates. The CONTRACTOR shall, at his/her own expense, utilize the CONTRACTOR'S Surveyor to set such markers. All geodetic control points and monuments with State plane coordinates shall be re-established using standard GPS methods acceptable within the industry. Monumentation of same shall be by a method approved by the COUNTY Surveyor. **After the Project is constructed, the CONTRACTOR'S Surveyor shall monument the right-of-way unless excused, in writing, by the COUNTY Surveyor's office. Monuments for the right-of-way shall be approved by the COUNTY Surveyor's office for installation and location and shall be concrete monuments.**

A boundary survey drawing must be prepared in accordance with Chapter 61G176 by the CONTRACTOR'S Surveyor.

The CONTRACTOR'S Surveyor shall be available during normal hours to assist the COUNTY'S Project Manager, when required, in checking lines and elevations in the CONTRACTOR'S layout and for measuring quantities for payment purposes as the work proceeds. The CONTRACTOR shall cooperate with the COUNTY'S Project Manager so that the checking and measuring may be accomplished with the least interference to the CONTRACTOR'S operations. The CONTRACTOR'S Surveyor shall provide the COUNTY'S Project Manager with survey assistance for subsoil excavation quantities and other Project quantities as required by the COUNTY'S Project Manager.

All costs associated with this work including but not limited to construction layout, survey, and staking the right-of-way and maintenance of the stakes by the CONTRACTOR'S Surveyor shall be incidental to the Contract and included in the other bid items in the Contract.

TSP-572 **SECTION-CORNER BOX**

The CONTRACTOR shall furnish and install a section-corner box at each section-corner monument or quarter section-corner monument with the Project work area prior to the application of the asphaltic-concrete surface course. In the event that a section-corner or quarter section-corner is not located within the boundary of the Project, a minimum of two (2) monuments inside boxes shall be set as directed by the COUNTY Surveyor. The COUNTY Surveyor shall be notified forty-eight (48) hours prior to the installation of the section-corner boxes. If the section or quarter section-corner monuments are destroyed during construction, the CONTRACTOR shall furnish and install a new monument as established by GPS methods and certified as to State plane coordinates by the CONTRACTOR'S Surveyor. The section-corner box shall be an adjustable monument box as manufactured by the Neenah Foundry Company, R-1968, Type 36-B, or approved equal. The existing monuments must be referenced outside the construction limits and a copy of the field notes submitted to the COUNTY Surveyor prior to the start of construction. **All costs associated with this work shall be incidental to the Contract and included in the other bid items in the Contract.**

TSP-575 **SODDING**

MEADOW POINTE BLVD.
RESURFACING

575-4 Method of Measurement.

Delete the text of this section and replace with the following:

The quantity of sodding to be paid for under this section shall be the area, in square yards, of sodding satisfactorily installed and accepted. This price shall include the preparation of the soil, furnishing and installing the sod, mowing, and maintenance until the final acceptance by the COUNTY. The CONTRACTOR shall be required to mow the established grass whenever its height exceeds six (6) inches as determined by the COUNTY'S Project Manager.

575-5 Basis of Payment.

Delete the text of this section and replace with the following:

The quantity of sodding shall be paid for under Item No. 575-1, Sodding, per square yard. The price and payment for sodding shall constitute full compensation for all work and preparation described herein including, but not limited to, sodding, mowing, and complete maintenance of the sodded areas until accepted by the COUNTY.

575-6 Sod at Drainage Structures.

Add the following to this section:

A five (5) foot sod width is required past the flow line of all U-walls. In rural typical sections, a five (5) foot perimeter sod width is required around the endwalls of all box culverts, wildlife crossings, and vehicle crossings.

**TSP-608 GUARANTIES
TSP-611 ACCEPTANCE PROCEDUES**

Delete these articles.

TSP-700 HIGHWAY SIGNING

700-2.1 General.

Add the following text at the end of this subsection:

All post systems, mounting brackets, and hardware shall be a type currently in use by the COUNTY Road and Bridge Department and currently certified by FDOT for use in the State of Florida. Alternative systems, brackets, or hardware shall only be used if approved by the COUNTY'S Project Manager.

Add the following section:

700-11 Certification of Materials.

All traffic-control devices and materials shall be on the current FDOT Approved Products List (APL). Proof of certification is required for all traffic-control devices. A Traffic-Control Device Submittal Data Form shall be submitted for approval prior to the installation of any traffic-control device. No traffic-control device shall be installed until the COUNTY Traffic Operations Division has approved the certification submittal. These forms are available from the COUNTY Traffic Operations Division.

TSP-706 RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE

706-1 Description.

Add the following text at the end of this section:

Raised retro reflective pavement markers shall be Class B.

TSP-911 LIMEROCK MATERIAL FOR BASE AND STABILIZED BASE

911-2 Furnishing of Material.

Add the following text at the end of this section:

All limerock material utilized in the execution of this Contract shall originate from a certified FDOT quarry. The limerock material shall be supplied from a currently certified stockpile from the FDOT quarry. A certification stamp must appear on the tickets supplied to the COUNTY'S Project Manager prior to the placement of the material. The COUNTY reserves the right to split samples with the supplier's quality control, testing laboratory at the point of production.

TSP-934 NON-SHRINK GROUT

934-1 Scope.

The following shall be added at the end of this section:

Testing will be carried out using samples of actual job materials mixed according to manufacturer's recommendation.

934-5 Product Acceptance on the Project.

Delete the text of this section and replace with the following:

For job site acceptance, the CONTRACTOR shall submit a unit sample to the COUNTY'S Project Manager for testing. Materials will be accepted at the job site after meeting the test requirements of 934-4. Unit samples submitted for testing shall be a single package of no less than one (1) cubic foot. Materials remaining in storage for more than six (6) months after testing must be re-tested before use.

TSP-1000-3 RECORD DRAWINGS ("AS-BUILT" DRAWINGS)

During the entire construction, the CONTRACTOR shall maintain records of all deviations from the plans and specifications and shall submit those deviations to the COUNTY'S Project Manager in the form of Record Drawings ("As-Built" Drawings). The "As-Built" Drawings shall be initiated at the Notice to Proceed and shall be updated at least every seven (7) days (or as frequently as necessary to capture the necessary information) throughout the Contract duration. The CONTRACTOR shall engage the services of a Florida-registered Professional Surveyor and Mapper (CONTRACTOR'S Surveyor) to prepare the "As-Built" Drawings. The "As-Built" Drawings shall be developed in accordance with Florida's Minimum Technical Standards, FAC, Chapter 61G17-16. The "As-Built" Drawings shall be developed using the CONTRACTOR'S records of all deviations from the Plans and "As-Built" surveying performed by the CONTRACTOR'S Surveyor.

The "As-Built" Drawings shall be plotted on the plans and/or detail sheets of the Contract Plans. The COUNTY will lend the mylar originals to the CONTRACTOR to allow for the production of the base mylars to be used for the "As-Built" Drawings. As-built information shall be plotted in ink on the base mylars so as to be easily distinguished from the "proposed" plan, boldly denoted as "as-built."

At a minimum, the following information shall be shown on the "As-Built" Drawings:

Vertical as-built information:

- Final elevations along the profile grade line at least every 100 feet for linear grades and at least every fifty (50) feet along vertical curves.
- Final elevations on the edge of pavement and transitions every 100 feet, with stationing matching as-built elevations on the profile grade line.
- Final elevations of pipe inverts for all manholes and inlets. Final grate or rim elevations for manholes and inlets. Final elevations of inlets for all end walls or mitered end sections. Final elevations and dimensions for pond discharge structures.
- Final elevations for ditch bottoms, pond bottoms, and berms at locations where proposed elevations are given.

Horizontal as-built information:

- Horizontal locations (station and offset) confirmed, if located per plan and plotted, and denoted if not plotted for all manholes, inlets, mitered end sections, end walls, and pond discharge structures.
- Horizontal locations plotted and denoted for any significant deviation from the roadway's geometric features.
- Horizontal locations and approximate dimensions plotted for constructed driveways.
- Horizontal locations plotted and denoted for signalization poles, pull boxes, and controllers.
- Horizontal locations plotted for power poles.

Pond mitigation area as-built information:

"As-Built" Drawings for stormwater management ponds and mitigation areas shall meet the as-built requirements of various environmental permitting agencies issuing permits for the Project. These Contract Documents contain the permits issued for this Project.

The CONTRACTOR shall deliver to the COUNTY prior to final acceptance or final payment four (4) sets of blue-line "As-Built" Drawings signed and sealed by the CONTRACTOR'S Surveyor. The CONTRACTOR shall also submit one (1) set of reproducible "As-Built" Drawings (mylar) that will bear the name and Professional Surveyor and Mapper number of the CONTRACTOR'S Surveyor as well as the CONTRACTOR'S Surveyor company name and address.

Unless a separate bid item is provided in the Contract, all costs associated with the preparation of "As-Built" Drawings shall be included in the Contract price for Bid Item No. 101-1, Mobilization, Per Lump Sum.

TSP-1000-4 CONSTRUCTION PHOTOGRAPHS

Preconstruction Videos

The CONTRACTOR shall provide professionally recorded, color videos showing the pre-construction site. The video(s) shall show pertinent, physical features, including existing structures located adjacent to the right-of-way, along the entire centerline of construction prior to the start of construction. One (1) copy of the video(s) shall be furnished to the COUNTY'S Project Manager prior to the start of construction. The video(s) shall be in one-half inch VHS format and shall be labeled at the beginning of the tape and on the front of the cassette with the date, project name, location, and a brief description of the video. The person taking the video shall sign the video log. A representative of the COUNTY shall be present when the pre-construction video is recorded.

Progress Photographs

Aerial progress photographs taken at a low altitude shall be provided by the CONTRACTOR prior to the start of construction for the entire length of the Project and on a bimonthly basis illustrating the work executed in the preceding sixty (60) days. The 8" X 10" glossy, color photographs shall be of professional quality and shall be submitted in an album with the date, station or location, and direction printed or typed on the reverse side of each photograph. A negative of each photograph shall also be submitted.

Submission of the aerial photographs shall accompany every other pay request submitted by the CONTRACTOR (i.e., bimonthly). All aerial photographs shall be organized in an album, in a logical fashion, from front to back, first from earliest to latest date, and then by Project begin to end stationing. The album shall be permanently bound and contain a pouch or similar compartment in which the negatives may be stored. The Project name and date shall be permanently embossed on the outside front cover of the album.

All costs associated with the preparation of construction photographs shall be included in the Contract price for Bid Item No. 101-1, Mobilization, Lump Sum, except

when a separate Bid Item No. 1000-4, Construction Photographs, Lump Sum, is included in the Contract.

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ATTACHMENT A

- Florida Department of Transportation (FDOT),
Driveway Connection Permit
Permit No. 2009-A-798-4

Schedule a pre-construction meeting
and submit liability insurance 48 hours
BEFORE CONSTRUCTION STARTS

BROOKSVILLE COPY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRIVEWAY CONNECTION PERMIT FOR ALL CATEGORIES

850-040-18
SYSTEMS PLANNING
04/03
Page 1 of 3

This Permit issuance does not relieve plan preparation, design and construction in conformance with FDOT standards, specifications and FAC codes.

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 2009-A-798-4 All Maintenance of Traffic (MOT) signs and markings (including for bicycles, sidewalks and pedestrians), for lane/road closures, detours and right of way work for construction and/or maintenance must be in conformance with the Design Standards 600 series (use appropriate DS for work type - multi or two lane, urban or rural roadways etc.).

Permit Category: J Access Classification: 3

Project: Pasco County - Meadow Pointe Boulevard at S.R. 54

Permittee: Pasco County Board of County Commissioners Note: See sheets following the Permit for Special Provisions.

Section/Mile Post: 14090, M.P. 12.760 State Road: 54

Section/Mile Post: _____ State Road: _____

The contractor shall post this Permit and have available on the project site at all times and all work must conform to the FDOT's Design Standards & Standard Specifications

PART 2: PERMITTEE INFORMATION

Permittee Name: Pasco County Board of County Commissioners The driveway/connection shall be per Design Standards 515. Pavement design must match that of the existing State Road, including friction course. The driveway slope profile must match the shoulder slope (usually 6%) and drain away from the roadway for at least 5 ft.

Permittee Mailing Address: 7530 Little Road, Suite 320

City, State, Zip: New Port Richey, FL 34654-5598

Telephone: (727) 847-8140

Engineer/Consultant/or Project Manager: Ripin Parikh, P.E. 34330

Engineer responsible for construction inspection: James C. Widman, P.E. 24464

Mailing Address: 7530 Little Road, Suite 320 This Driveway Permit does not permit utilities.

City, State, Zip: New Port Richey, FL 34654-5598

Telephone: (727) 847-8140 FAX, Mobile Phone, etc. (727) 847-8086

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached Department of Transportation requirements.

Permit Number: 2009-A-798-4

Signature: [Signature] Title: Randell E. Prescott, P.E.
Area Maintenance Engineer

Department Representative's Printed Name: _____

Temporary Permit ☐ YES ☒ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached ☒ YES ☐ NO

Date of Issuance: MAR 04 2009

The Applicant is responsible for notifying Owners of all existing aerial or buried utilities of proposed driveway and resolving conflicts before construction begins.

CALL BEFORE YOU DIG. 1-800-432-4770. It's the law in Florida.

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

See following pages for General and Special Provisions

Notify the Brooksville Maintenance Office at 352-797-5700 at least 48 hours before starting work.

PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
Phone: (352) 797-5700 , Attention: John Kilkenny, Permits/Contract Engineer
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: ☐ YES ☒ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

ONE WEEK PRIOR TO THE SIGNAL LOOP REPLACEMENT, THE CONTRACTOR SHALL CONTACT: AND:

A) JIM A. ROSA, F.D.O.T. DISTRICT SEVEN TRAFFIC OPERATIONS
CONSTRUCTION LIAISON
FLORIDA DEPARTMENT OF TRANSPORTATION
11201 NORTH MCKINLEY DRIVE
TAMPA, FLORIDA 33612
PHONE: (813) 975-6269
EMAIL: james.rosa@dot.state.fl.us

B) MR. ROBERT W. RECK, TRAFFIC OPERATIONS MGR
PASCO COUNTY TRAFFIC OPERATIONS DIVISION
PUBLIC WORKS UTILITIES BUILDING, ROOM 124
7530 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654,
PHONE: (727) 847-8139
EMAIL: rreck@pascocountyfl.net

**PARTIAL REMOVAL AND REPLACEMENT OF GORES AND STOP BARS WILL NOT PERMITTED.
COMPLETE REMOVAL AND REPLACEMENT OF ALL MARKINGS DISTURBED IS REQUIRED,
REGARDLESS OF WHAT IS SHOWN ON THE PAVEMENT MARKING PLAN.**

PART 6: APPEAL PROCEDURES

You may request an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. If you disagree with the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may request a formal administrative hearing pursuant to Section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may request an informal administrative hearing pursuant to Section 120.57(2), Florida Statutes. You must send the written request to:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

The written request for an administrative hearing must conform to the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and must be received by the Clerk of Agency Proceedings by 5:00 P.M., no later than 21 days after you received the Notice. The written request for an administrative hearing should include a copy of the Notice, and must be legible, on 8 1/4 by 11 inch white paper, and contain:

1. Your name, address, telephone number, and Department Identifying number on the Notice, if known, and name, address, and telephone number of your representative, if any;
2. An explanation of how you are affected by the action described in the Notice.
3. A statement of how and when you received the Notice.
4. A statement of all disputed issues of material fact. If there are none, you must so indicate.
5. A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle you to relief; and
6. A demand for relief.

A formal hearing will be held if there are disputed issues of material fact. If a formal hearing is held, this matter will be referred to the Division of Administrative Hearings, where you may present witnesses and evidence and cross examine other witnesses before an administrative law judge. If there are no disputed issues of material fact, an informal hearing will be held, in which case you will have the right to provide the Department with any written documentation or legal arguments which you wish the Department to consider.

Mediation, pursuant to Section 120.573, Florida Statutes, will be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

If a written request for an administrative hearing is not timely received you will have waived your right to have the intended action reviewed pursuant to Chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

SEE THE PERMIT - PART 2: Engineer responsible for inspection, PART 3: Completion data, PART 4: General Provisions, PART 5: Special Provisions.**SPECIAL PROVISIONS**

This Permit subject to the following provisions, conditions and stipulations: This Permit issuance DOES NOT in any way approve the applicant's plan.

1. **Notification:** Contact the Florida Department of Transportation (FDOT) 48 hours before starting construction. (A pre-construction meeting and liability insurance is required for category C through G permits -see Permit Category, Permit page 1, part 1 Permit Information).
Contact: John Kilkenny, Permits and Contracts Manager OR Randall E. Prescott, P.E. Area Maintenance Engineer
18411 Spring Hill Drive, Brooksville, FL 34604 * 352- 797-5700 or 888-750-9173, Monday -Thursday 7:00 A.M. to 5:30 P.M.
2. **Work and Material Standards -Specifications:** The FDOT standards, specifications and Permit take priority over the permittee's plans. All construction work and materials must (mandatory) be FDOT certified and comply with the latest edition of the FDOT *Standard Specifications for Road and Bridge Construction (Standard Specifications), Utility Accommodation Manual, Design Standards (DS), Roadway Plans Preparation Manual and Flexible Pavement Design Manual for New Construction and Pavement Rehabilitation.*
3. **Maintenance of Traffic:** All Maintenance of Traffic (MOT) signs and markings (including for bicycles, sidewalks and pedestrians), for lane/road closures, detours and right of way work for construction and/or maintenance must comply with the *Design Standards 600 series (use appropriate DS for the work type - multi or two lane, urban or rural roadways).* All work only during daytime unless otherwise approved, and off-peak work hours (9 am to 3 pm) may be required. All night work or overnight MOT must be approved by the FDOT. Submit lane closure calculations as required. All MOT must be set up and maintained by a certified MOT work site safety supervisor.
4. **Driveway/Connection Design:** The driveway must comply with the *Design Standards 515 (Rural or Urban)* including the radius, slopes and remove/replace the paved shoulder in front of the driveway (see Pavement) to a matching roadway structural section. The driveway profile grade maximum is 10% for commercial and 28% for residential. Urban flared driveway with sidewalk must have the correct walkaround, flares, slopes, ramps and detectable warnings. See *Design Standards 304, 310 and 515 sheets 2, 3, 4 of 6.*
5. **Roadway Widening Design:** All roadway widening must match existing roadway and slope (usually 2-3%) with a 12 feet wide outside shoulder (usually 5 feet wide with 6% slope paved and 6 feet wide 6% slope unpaved shoulder, left turn lane shoulders match existing median shoulders) or as otherwise required in the *Plans Preparation Manual.* The shoulder front ditch slope is usually 1 (rise/horizontal) to 6 (run/vertical) and back slope is 1v:4h. Superelevation slope break over must comply with DS 510 & 511. Clear recovery zone offset distance must comply with DS 700, and if required use guardrails (taper, length and end anchorage per DS 400 series) and handrails for excessive slopes and obstructions. The widening approach striping solid/skip pattern must comply with *Design Standards 17346, sheet 5-13.*
6. **Drainage - Mitered End Sections:** All project drainage should be away from the FDOT roadway and right-of-way. The connection must drain away from the roadway for at least 5 feet. A Drainage Permit or exemption is required for any drainage work within or discharge to the FDOT right of way. The driveway and mitered end section (*Design Standards 273*) including splash pads (correctly sized with beveled/radii corners and splash pads), pipe size and type, shoulder width and 1v:4h side slopes must be in conformance with *Design Standards 205, 273, 280 and 515.* All other drainage work and materials must be in conformance with *Design Standards 199 to 295.*
7. **Construction Stages -Time Period:** The permittee's engineer is responsible for inspection. All construction must be done in stages with each stage (for example) subgrade, base, etc. inspected and approved by the FDOT (or the inspection must be waived by the FDOT) before starting the next stage. Complete the construction in a timely manner and within one year of issuance as noted on the permit.
8. **Turn Lanes & Sight Distance:** The median opening and spacing, turn lane transitions, queues, lengths and right turn lane with bike lane, must comply with *Design Standards 301, 526, 527 & 17000 series.* The sight distance must comply with *Design Standard 546.*
9. **Signs and Striping:** All traffic signs, striping, raised pavement markers and pavement markings must comply with FDOT *Design Standards 11000 and 17000 series.* See *Standard Specifications* for pavement markings, thermoplastic and traffic signs. Apply thermoplastic 14 days (no wait for concrete) after paving and apply interim striping until thermoplastic is applied. Remove existing striping by mill and resurface with matching asphalt (water blasting and grinding are not allowed). A commercial driveway must have at a minimum a high intensity reflective 30" R1 STOP sign with a 24" wide stop bar located between 12-25 feet away from the roadway.
10. **Sod and Erosion Control:** All areas in the right of way disturbed during construction must be restored, compacted, sodded and watered in conformance with the *Standard Specifications, Section 575 and 981 and Design Standards 105.* Excess shoulder limerock must be removed or mixed with a sufficient amount of soil and fertilizer to ensure growth. During construction install erosion control, silt fences, turbidity barriers etc. in conformance with *Design Standards 100 series, NPDES/DEP and SWPPP(stormwater permit/plan)* requirements.
11. **Pavement:** The mainline widening etc (and the mainline shoulder in front of the connection must be removed and replaced), and MUST match the mainline thickness, type of stabilization, base and structural course, friction course (FC), mix and aggregate size etc. (course or fine graded etc), unless otherwise directed by the FDOT/engineer. Submit approved testing laboratory certification for the design mix and density test results. The density tests must be 3 minimum per section of widening for each lift, unless otherwise directed by the FDOT/engineer. The paving seam lines must align with striping, and if needed use compatible mill and overlay, resurface, leveling etc., over entire existing roadway to reduce old/new pavement joints. **Driveway Pavement:** (This driveway pavement is not for the mainline and does not replace a better or match existing pavement or as specified by the FDOT/engineer. For roadway widening see Pavement Design Manual design criteria; traffic volumes, rural/urban, multi/single lanes, loads, soil, speed etc). The minimum driveway pavement section:
 - A. Sub-base: Stabilized 12 inch below the base* or Skip to Option A-1
Base: 8 inch thick primed limerock (double course - 4 inch lifts)* or B-12.5 (asphalt base) if required
Surface: 1.5 inch thick asphalt type SP (and **FC shoulder as needed)(and/or match existing structural & FC)
 - A-1. Sub-base: No sub grade is required
Base: 12 inch thick primed limerock (6 inch lifts)* or B-12.5 (asphalt base) if required (1.5 x 6" = 12" base)
Surface: 1.5 inch thick asphalt surface type SP and **FC as needed (and/or match existing structural & FC)
 - B. Base: on suitable soil
Surface: 6 inch thick of FDOT approved Class I 3000 psi concrete (6" for traffic bearing & 4" for sidewalk) with expansion joints as required. See *Standard Specifications 346 and 350.* (Concrete is NOT for mainline shoulder surface)

* The sub-base (stabilization) must extend 6 inches beyond the base above and/or the base must extend 6 inches beyond the pavement section above (or 6 inches beyond back of curb)
**The FC may not be required on low volume/speed driveways beyond the mainline shoulder, providing the mainline and driveway surface difference ("lip") does not exceed the limit.

12. **Limerock Base:** The limerock base material must be from a FDOT approved source. The lift course thickness must not exceed 6 inches. The lime rock base must comply with FDOT *Design Standards 514 and Standard Specifications, Section 200.* The Type B-12.5 asphalt black base may be required by the FDOT to expedite work or for wet conditions etc.
13. **Site/Other Approvals/Permits:** The permittee must comply with all federal, state, county and local ordinances with proof of local site plan approval, Southwest Florida Water Management District and Turnpike District permits/approval, utility company notifications/locates and coordination with other FDOT projects etc. This connection must not be of any cost to the FDOT or interfere with other or FDOT projects.
14. **Quality Control and Acceptance:** The permittee and/or permittee's engineer is/are responsible for inspecting the work and materials and meet all FDOT indices, standards, specifications, conditions, qualified/approved/certified products and provisions of the permit. Submit a *Record Drawings Report by Permittee's Professional Engineer* (FDOT form 850-040-19) and AS BUILTS (if needed). The permit issuance does not relieve the permittee, contractor and engineer from complying with FDOT requirements. The FDOT must accept the driveway BEFORE the driveway may be used. G:\Permit\ACCESS\Brooksville Forms\Permit Attachments - FDOT Attach this for permit issuance\PERMIT ATTACHMENT Special Provisions.doc

BROOKSVILLE MAINTENANCE FOOT GENERAL NOTES

ALL WORK PERFORMED IN THE DEPARTMENT'S RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF:

- A) F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- B) F.D.O.T. DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM.
- C) F.D.O.T. ROADWAY PLANS PREPARATION MANUAL VOLUME 1, CHAPTER 2 AND/OR 25.
- D) F.D.O.T. FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION.

1) ALL AREAS IN THE FOOT RIGHT OF WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED, COMPACTED, SODED AND WATERED IN CONFORMANCE WITH THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 575 AND 981 AND DESIGN STANDARDS INDEX 105.

2) DAYTIME WORK ONLY. THE F.D.O.T. ENGINEER MUST APPROVE NIGHT WORK AND LANE CLOSURES AT LEAST 48 HOURS IN ADVANCE. THE APPLICANT MUST NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE 48 HOURS IN ADVANCE OF STARTING ANY PROPOSED WORK. CALL: BROOKSVILLE MAINTENANCE, JOHN KILKENNY @ 352 797-5700.

3) ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC. THE PERMITTEE SHALL FURNISH THE DEPARTMENT WITH THE MANUFACTURER'S CERTIFICATION THAT THE THERMOPLASTIC IS "LEAD FREE". REMOVAL OF EXISTING STRIPING SHALL BE DONE BY MILLING AND RESURFACING OF THE FRICTION/SURFACE COURSE TO OBLITERATE OBSOLETE PAVEMENT MARKINGS.

4) ALL PROPOSED TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH AND CONSTRUCTED TO THE FOOT DESIGN STANDARDS INDEX SERIES 11000 AND 17000 SERIES. THE PROPERTY OWNER MUST MAINTAIN THE TRAFFIC SIGNS AND MARKINGS FOR THE DRIVEWAY.

5) THE FOOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY OR CONTRACTOR EMPLOYEE(S) INSTALLING AND/OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN. DOCUMENTATION IS TO BE FURNISHED TO THE DEPARTMENT AT THE PRE-CONSTRUCTION MEETING OR BEFORE OCCUPYING STATE RIGHT-OF-WAY.

6) MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDICES OF THE FOOT DESIGN STANDARDS INDEX 600 SERIES ACCORDING TO THE TYPE OF ROADWAY AND TYPE OF WORK BEING PERFORMED.

7) SILT FENCE FOR EROSION CONTROL IN CONFORMANCE WITH DESIGN STANDARDS INDEX (DSI) 102 IS REQUIRED FOR ALL AREAS OF CONSTRUCTION WITHIN FOOT R/W; PERPENDICULAR TO AND PARALLEL WITH THE STATE ROAD.

8) **SIDEWALK SHALL BE CONSTRUCTED PER FOOT INDEX 304 AND 310. DETECTABLE WARNING STRIPS, A.K.A. TRUNCATED DOMES, FOR DISTRICT SEVEN CONSTRUCTION AND MAINTENANCE SHOULD BE EITHER INSET CERAMIC TILES OR THERMOPLASTIC DETECTABLE WARNING STRIPS. THESE WARNING SURFACES SHALL ONLY BE PROVIDED BY THE FOLLOWING VENDORS/MANUFACTURERS.

- A) INLINE TRUNCATED DOME E2 TILE SUPPLIED BY PROFESSIONAL PAVEMENT PRODUCTS
- B) TOPMARK SUPPLIED BY FLINT TRADING
- C) VANGUARD TRUNCATED DOME SUPPLIED BY VANGUARD

9) **MAINTENANCE OF TRAFFIC PLAN MUST INCLUDE FOOT DESIGN STANDARDS INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.

**FOR FACILITIES WITH PUBLIC SIDEWALK WITHIN FOOT RIGHT OF WAY, INCLUDE NOTES 8 AND 9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES**

850-040-15
SYSTEMS PLANNING
04/03
Page 1 of 3

OFFICE USE ONLY

Application Number: 2009-A-798-4 Received By: D. SHARP
Category: _____ Date: 2/2/09 DOT STAFF (TYPE OR PRINT)
Section/Mile Post: _____ State Road: 54
Section/Mile Post: _____ State Road: _____

Instructions - To Applicant

- Contact the Department of Transportation to determine what plans and other documents you are required to submit with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the Department of Transportation.
- For help with this form contact your local Maintenance or District Office.
 - Or visit our website at <http://www11.myflorida.com/onestoppermitting/> for the contact person and phone number in your area.
 - You may also email - driveways@dot.state.fl.us
 - Or call your District or local Florida Department of Transportation Office and ask for Driveway Permits.

Please print or type

APPLICANT:

Check one:

☒ Owner ☐ Lessee ☐ Contract to Purchase

Name: Pasco County Board of County Commissioners

Responsible Officer or Person: Bipin Parikh, P.E.

If the Applicant is a Company or Organization, Name: Pasco County Board of County Commissioners

Address: 7530 Little Road, Suite 320

City, State: New Port Richey, FL

Zip: 34654 Phone: (727) 847-8140 Fax: (727) 847-8084

Email: _____

LAND OWNER:(If not applicant)

Name: _____

If the Applicant is a Company or Organization, Name: _____

Address: _____

City, State: _____

Zip: _____ Phone: _____ Fax: _____

Email: _____

AUTHORIZED REPRESENTATIVE: If specified by Applicant to handle, represent, sign, and file the application -
NOTE: A notarized letter of authorization must be provided with the Application

Name: Ripin Parikh, P.E., Assistant County Administrator (Development Services)

Company Name: Pasco County Board of County Commissioners

Address: 7530 Little Road, Suite 320

City, State: New Port Richey, FL

Zip: 34654 Phone: (727) 847-8140 Fax: (727) 847-8084

Email: _____

Address of property to be served by permit (if known):

If address is not known, provide distance from nearest intersecting public street (such as, 500 feet south of Main St.)

Intersection of S.R. 54 & Meadow Pointe Boulevard

Check here if you are requesting a

☐ new driveway ☐ temporary driveway ☒ modification to existing driveway ☐ safety upgrade

Does the property owner own or have any interests in any adjacent property?

☒ No ☐ Yes, if yes - please describe:

Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?

☐ No ☒ Yes, if yes - list them on your plans and indicate the proposed and existing access points.

Local Government Development Review or Approval Information:

Local Government Contact: N/A

Name: _____

Government Agency: N/A

Phone #: _____

If you are requesting commercial or industrial access, please indicate the types and number of businesses and provide the floor area square footage of each. Use additional sheets if necessary.

Business (Name and Type)	Square Footage	Business (Name and Type)	Square Footage
1.		3.	
2.		4.	

If you are requesting a residential development access, what is the type (single family, apartment, townhouse) and number of units?

Type	Number of Units

Provide an estimate of the daily traffic volume anticipated for the entire property at build out. (An individual single family home, duplex, or quad-plex is not required to complete this section).

Daily Traffic Estimate = _____ (Use the latest Institute of Transportation Engineers (ITE) Trip Generation Report)

If you used the ITE Trip Generation Report, provide the land use code, independent variable, and reference page number.

ITE Land Use Code	Independent Variable	ITE Report page number reference

Check with the Florida DOT Office where you will return this form to determine which of the following documents are required to complete the review of your application.

- Plans should be 11" x 17" (scale 1" x 50')
Note: No plans larger than 24" x 36" will be accepted
- | | |
|--|---|
| <ul style="list-style-type: none"> a) Highway and driveway plan profile b) Drainage plan showing impact to the highway right-of-way c) Map and letters detailing utility locations before and after Development in and along the right of way d) Subdivision, zoning, or development plans e) Property map indicating other access, bordering roads and streets | <ul style="list-style-type: none"> f) Proposed access design g) Parcel and ownership maps including easements (Boundary Survey) h) Signing and striping plans i) Traffic Control/Maintenance of Traffic plan j) Proof of liability insurance k) Traffic Impact Study l) Cross section of roadway every 100' if exclusive turn lanes are required |
|--|---|

Important Notices to Applicant Before Signing Application

The Department Reserves The Right To Change Traffic Features And Devices In Right Of Way At Any Time
Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features and devices in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features or devices shall not create any interest in the maintenance of such features or devices.

Significant Changes In Property Use Must Undergo Further Review

If an access permit is issued to you it will state the terms and conditions for its use. Significant changes in the use as defined in Section 335.182(3), Florida Statutes, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

All Information I Give is Accurate

I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate.

Starting Work On The Driveway Connection After I Get My Permit Means I Accept All the Conditions In My Permit

I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection, I am accepting all conditions listed in my Permit.

Applicant Name (Printed): Bipin Parikh, P.E.

Applicant's signature: *Bipin Parikh*

Date: 1/22/09

RESOLUTION NO. 92-16

RESOLUTION AUTHORIZING CERTAIN COUNTY OFFICIALS TO SIGN APPLICATIONS FOR DEPARTMENT OF TRANSPORTATION PERMITS; TO SIGN APPLICATIONS FOR DEPARTMENT OF ENVIRONMENTAL REGULATION PERMITS; TO SIGN APPLICATION FOR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMITS.

WHEREAS, it is necessary from time to time that the County sign applications for the Department of Transportation, Department of Environmental Regulation, and Southwest Florida Water Management District permits; and

WHEREAS, the County wishes to designate those individuals on the County Administrative staff who may sign such applications for the Department of Transportation, Department of Environmental Regulation, and Southwest Florida Water Management District permits.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular meeting duly assembled, that the following County Officials are hereby authorized to sign applications for the Department of Transportation, Department of Environmental Regulation, and Southwest Florida Water Management District permits on behalf of the County:

County Administrator
Chief Assistant County Administrator
Assistant County Administrator for Utilities Services
Assistant County Administrator for Development Services
Assistant County Administrator for Public Works
Engineering Services Director/County Engineer
Deputy County Engineer
Utilities Contract and Construction Management Director

This resolution updates and replaces previous resolutions of authorizations.

DONE AND RESOLVED this 8th day of October, 1991.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: Jed Pittman

JED PITTMAN, CLERK

BY: Mike Wells

MIKE WELLS, CHAIRMAN

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: [Signature]

ATTORNEY



PASCO COUNTY, FLORIDA

NEW PORT RICHEY (727) 834-3604
DADE CITY (352) 521-4274
FAX (727) 834-3617

DEVELOPMENT SERVICES BRANCH
PROJECT MANAGEMENT - DESIGN
4454 GRAND BOULEVARD
NEW PORT RICHEY, FL 34652-5402

January 28, 2009

Florida Department of Transportation
Brooksville Maintenance Office
16466 Spring Hill Drive
Brooksville, FL 34609

ATTN: Mr. John Kilkenny, Permits & Contracts Engineer

RE:	DRIVEWAY CONNECTION PERMIT APPLICATION
Project:	Pasco County – Meadow Pointe Blvd. - from future SR 56 to SR 54
Limits:	Meadow Pointe Blvd. at SR 54 Intersection
Description:	Restoration and Resurfacing
S.T.R.	10, 15, 22 & 27 / 26S. / 20 E.
W.O. No.	C04904.01
S. R. No.	54
Section/M.P.	N/A
FDOT Application No.	N/A

Dear Mr. Kilkenny:

Attached please find (5) five partial sets of (11" x 17") construction plans, permit applications and other supporting information for the above-referenced project.

At this time, we are proposing to provide pavement restoration and resurfacing along Meadow Pointe Boulevard from future SR 56 to SR 54. Also, new traffic stripes, markings and raised pavement markers (in-kind) will be installed.

Please let us know if any additional information is required.

Sincerely,


Randall C. Maciuszek
Sr. Civil Engineering Technician

RCM/PML09-051

Attachments

ec: Bipin Parikh, P.E., Assistant County Administrator (Development Services)
James C. Widman, P.E., Engineering Services Director/County Engineer
John Chiarelli, P.E., Assistant Engineering Services Director
Robert Shepherd, P.E., Chief Project Manager
cc: Larry R. Harris, Project Manager
Project File (RCM)
Read File



PASCO COUNTY, FLORIDA

FAX (727) 834-3617
DADE CITY (352) 521-4274
LAND O'LAKES (813) 996-7341
NEW PORT RICHEY (727) 834-3604

DEVELOPMENT SERVICES BRANCH
PROJECT MANAGEMENT - DESIGN
4454 GRAND BOULEVARD
NEW PORT RICHEY, FL 34652-5402

January 28, 2009

RE: **UTILITY NOTIFICATION**
Project: Pasco County – Meadow Pointe Blvd.
Limits: From future SR 56 to SR 54
Description: Roadway Restoration and Resurfacing
S.T.R.: 10, 15, 22 & 27 / 26 S. / 20 E.
W.O. No.: C04904.01

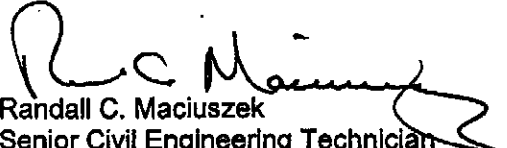
Dear Sir/Madam:

The Project Management Design Section of Pasco County Engineering Services Department currently has reached completion of its plans to the preliminary phase for improvements to the above-referenced project as shown on the preliminary construction plans, enclosed. Utilities owned and maintained by you may require removal, or adjustment as necessitated by the proposed improvements and subsequent construction.

The enclosed (11" x 17") preliminary plans are being sent for your mark-up purposes. Please designate the type, location, and elevation (where applicable), of existing and/or proposed facilities along or across the road right-of-way. In the interest of coordinating the utilities with the proposed improvements, please return the marked-up plans on or before February 26, 2009.

We anticipate your response and, if you should require any further information regarding this project, please contact me at Extension 3604.

Sincerely,

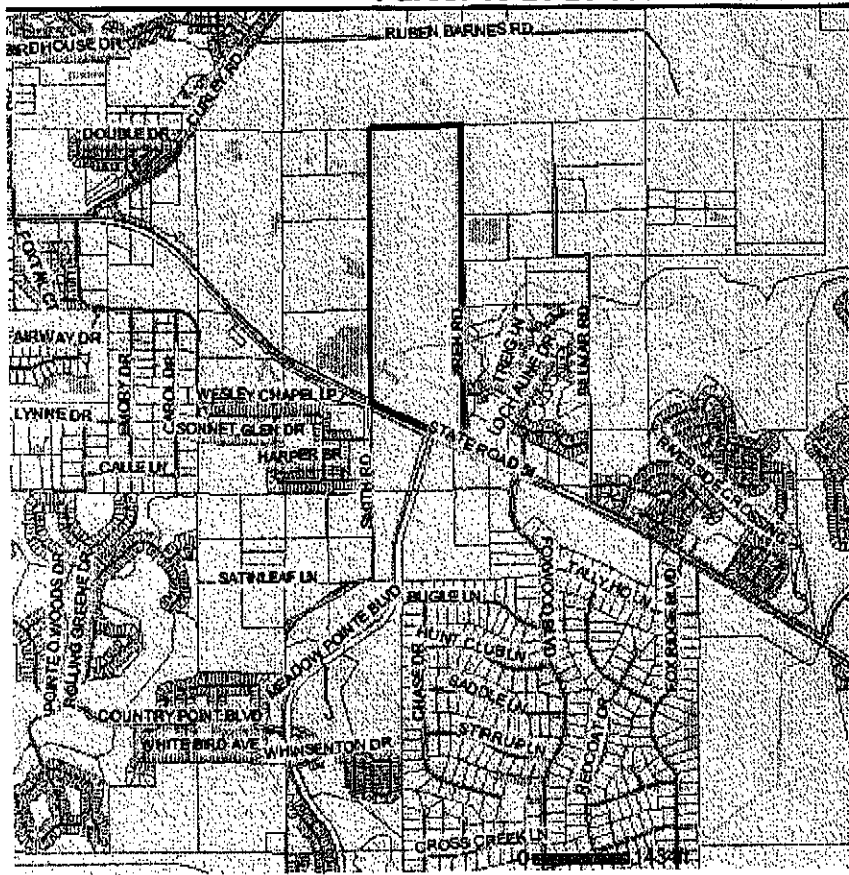

Randall C. Maciuszek
Senior Civil Engineering Technician

RCM/pml09-052

Enclosure

cc: Bright House Networks, LLC, Ms Kathy McDonald, 30432 SR 54, Wesley Chapel, FL 30432
Clearwater Gas Systems, Mr. Mike Deegan, 7302 U.S. Hwy. 19 N., New Port Richey, FL 34652
Level 3 Communications, Mr. Joseph Iuzzini, 7909 Woodland Center Blvd., Tampa FL
Progress Energy, Seven Springs Engineering, 4121 St. Lawrence Drive, New Port Richey, FL 34653
Tampa Electric Company, Ms. Heather L. Vitrano, PO Box 111, Tamp, FL 33601-0111
Verizon, Inc., Cheryl Dohrman, 1280 East Cleveland St., Clearwater, FL 34615
Withlacoochee River Electric Cooperative, Inc., Mr. Gary Lecureux, Engineering Technician, 6840 State Road 52, Hudson, FL 34667
Bruce E. Kennedy, P.E., Utilities Director
Robert W. Reck, Traffic Operations Manager
ec: James C. Widman, P.E., Engineering Services Director/County Engineer
P. Thomas Rydzik, Public Works Director
Project File (RCM)
Read File

Parcel 10 26 20 0000 00500 0000



Parcel ID
10 26 20 0000 00500 0000

Owner Mailing Address
HARRISON BENNETT PROPERTIES
LLC
14502 N DALE MABRY STE 200

TAMPA FL 33618-2040

Acres: 131
Tax Area: 3600

Exemptions:

Land Value: \$1784020.00
Agricultural Value: \$23220.00
Building Value: \$0.00
Extra Features Value: \$0.00
Appraised Value: \$23220.00

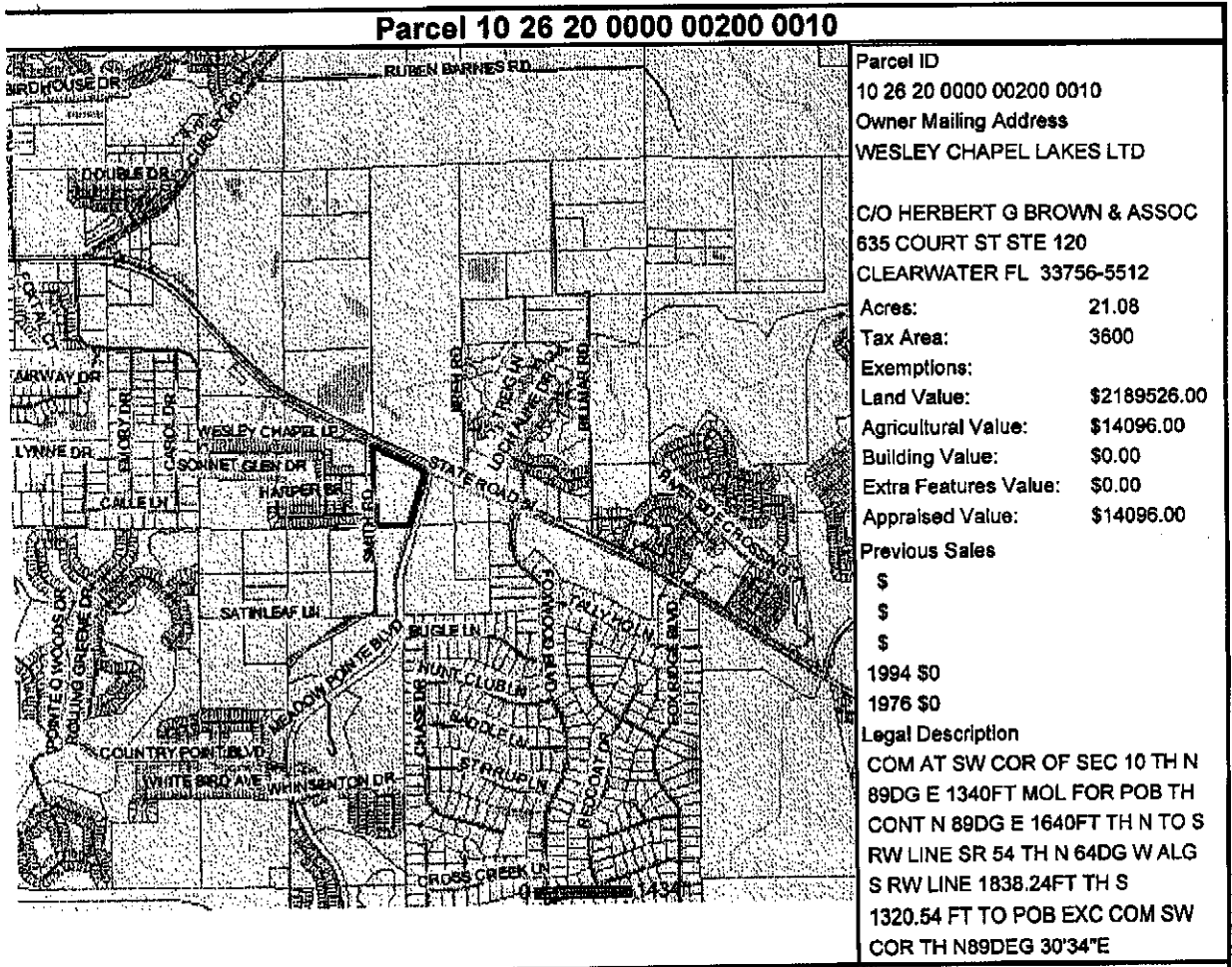
Previous Sales

\$
\$
\$
2006 \$479000
2005 \$0

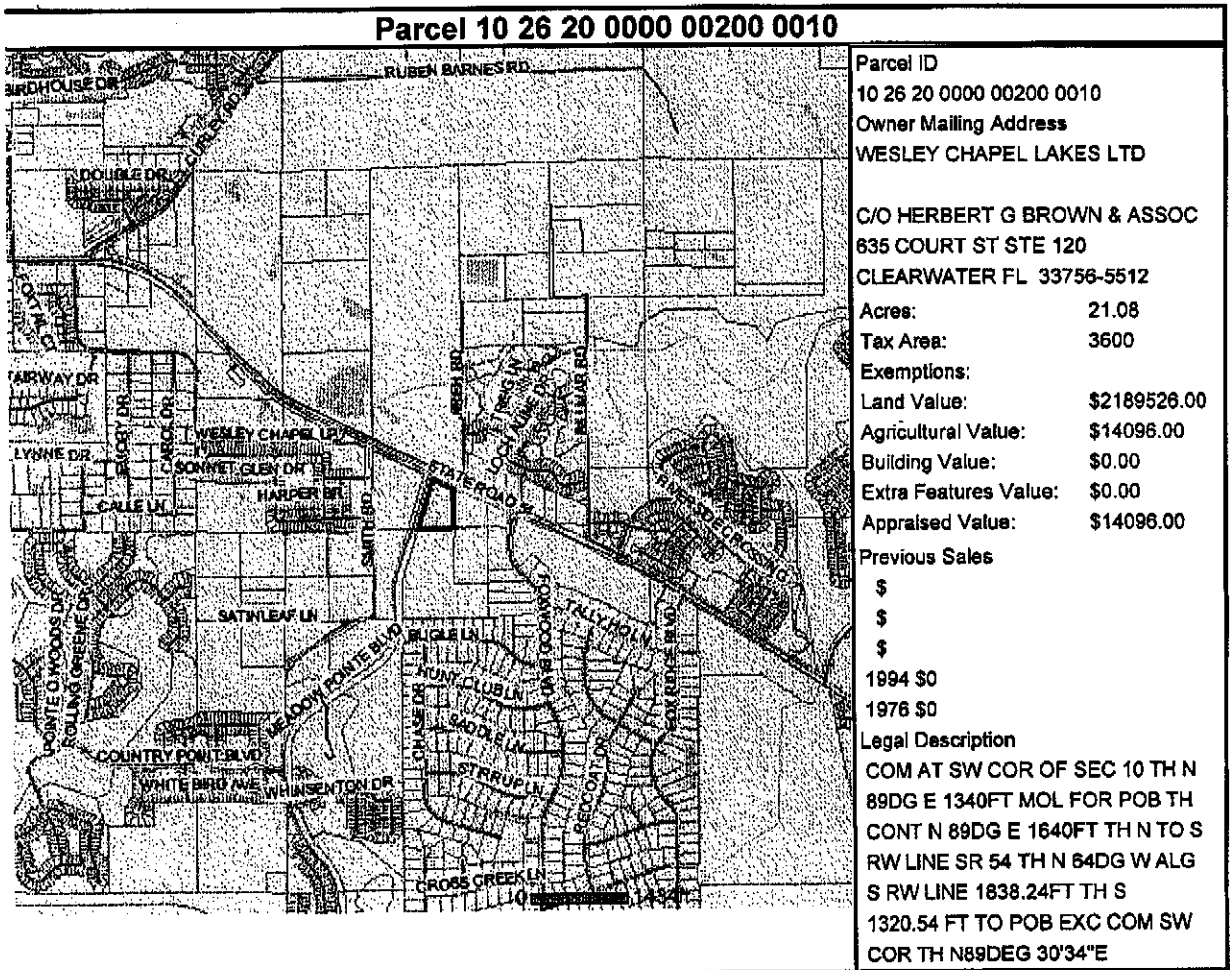
Legal Description
E1/2 OF NW1/4 & NE1/4 OF SW1/4
& SE1/4 OF SW1/4 LYING NORTH
OF SR 54 SECTION 10
OR 6904 PG 1240

Physical Addresses at Parcel

None Found



Physical Addresses found at Parcel
5130 MEADOW POINTE BLVD 33543



1 Physical Addresses found at Parcel
3130 MEADOW POINTE BLVD 33543

PART III

BID PROPOSAL

PROJECT NAME: MEADOW POINTE BOULEVARD RESURFACING (S.R. 56 TO S.R. 54)

C.I.P. NO. C-04904.01

By signing this Bid Proposal, the undersigned affirms that said Bid Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Bid Proposal for the same purpose, and that this Bid Proposal is in all respects fair, and without collusion or fraud. The undersigned understands that this Bid Proposal must be signed to avoid rejection by Pasco County (hereinafter the "COUNTY").

IN EXECUTING THIS DOCUMENT, THE UNDERSIGNED REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE ASSOCIATED **INSTRUCTIONS TO BIDDERS (PART I)**, THE **CONDITIONS OF CONTRACT (PART II)**, AND THE **AGREEMENT (PART IV)**, SAID DOCUMENTS AND THEIR RESPECTIVE EXHIBITS AND ATTACHMENTS BEING THE SOLE BASIS UPON WHICH THE BIDDER MAKES THIS PROPOSAL.

***** USE BLUE OR BLACK INK *****

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY PASCO COUNTY:

1. **Bid Price.** Note that this sum represents the total of the prices shown in the following Bid Schedule (page(s) BP 1 - 8). Should the BIDDER make any errors in determining a line item total or in the summation of the line item totals in said Bid Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the County in determining the Bid Price of a BIDDER; provided, however, the COUNTY shall not be liable for any failure to discover such errors: \$ _____.
(DO NOT LEAVE BLANK)

2. **Indemnification** (in accordance with Article 6.5 of the General Conditions): \$ 100.00

3. **Total Bid Price** (add the dollar amounts stated in the above lines.) \$ _____
(DO NOT LEAVE BLANK)

4. **Allowances**
 - A. **Allowance Work** in accordance with Article 21 of the General Conditions. \$ _____
(FOR COUNTY USE ONLY)

 - B. **Other Allowances** \$ N/A

5. **Alternates** (none) \$ N/A
(FOR COUNTY USE ONLY)

6. **Final Total Bid Price *:** \$ _____
(FOR COUNTY USE ONLY)

* The dollar amounts shown herein are to be utilized by the COUNTY as a guide to selecting the *best qualified* low BIDDER. The actual total compensation paid BIDDER for the project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

7. BIDDER acknowledges that included in the various items of the proposal, and in the Total Bid Price as indicated above, are costs for complying with the Florida Trench Safety Act.

The BIDDER further identifies the cost to be \$_____ **[IMPORTANT: this blank to be filled in by the BIDDER]**. This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a **MANDATORY REQUIREMENT** that the Disclosure Statement be submitted with a bid.

8. The Total Bid Price quoted above represents the Bid Proposal of the BIDDER, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Bid Schedule. Pasco County may select one or more of any said Alternate(s) relative to determining the lowest and best bid proposal. The Final Total Bid Price will be computed by Pasco County to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by the COUNTY. Where an Alternative Bid Schedule is provided, **A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE WILL RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.**

9. Receipt of Addendum No. _____ through No. _____ is acknowledged.

10. Legal name of the BIDDER: _____.
(Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

All fictitious names or aliases: _____.

11. Local (to New Port Richey, Florida) business and mailing address of the BIDDER:

_____.

12. Primary business and mailing address of the BIDDER: _____

_____.

Contractor License No. _____.

Federal Employer Identification Number (FEIN): _____.

13. Business phone number of the BIDDER: (____)_____; Fax: (____)_____.

14. The BIDDER has been operating under the present trade name continuously since:
_____.
15. The BIDDER represents by execution of this document below that the BIDDER understands all the requirements associated with this Bid, that this is a serious Bid, and that the BIDDER will comply fully with all the stipulations included in the Bid Package.

The above-named BIDDER affirms and declares:

- A. That the BIDDER, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):

- B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- C. That the BIDDER is not in arrears to the COUNTY upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the COUNTY except as expressly stated below:
- D. That no officer or employee or person whose salary is payable in whole or in part from the Treasury of the COUNTY is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.
- E. That the BIDDER has received and carefully examined all Addenda issued prior to Bid Opening.
- F. That the BIDDER has carefully examined the site of the Work and that, based alone upon investigations by the BIDDER, the BIDDER is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities, whether above or below the surface; (3) all subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.
- G. That the BIDDER or any officer of the BIDDER has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.

The individual executing this document, under penalty of perjury, represents that he or she is either the BIDDER, or that he or she is of lawful age and has been duly AUTHORIZED to execute this document on behalf of the BIDDER.

IN WITNESS WHEREOF, this Bid Proposal has been signed and sealed as of the date indicated below by the BIDDER.

ATTEST:

BIDDER:

Witness

BY: _____ (SEAL)
(Authorized signature in ink)

Witness

(Printed name of signer)

(Printed title of signer)

CORPORATE SEAL
(where appropriate)

(Date signed)

THIS PROPOSAL MUST BE SWORN TO OR
AFFIRMED BELOW BY THE PERSON SIGNING IT
(see following pages)

**ACKNOWLEDGEMENT OF BIDDER
(IF A CORPORATION OR A LIMITED LIABILITY COMPANY)**

STATE OF _____ }
COUNTY OF _____ }ss

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____, of _____, a [check one] ☐ corporation ☐ limited liability company organized under the laws of _____, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said entity, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of said entity, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

**ACKNOWLEDGEMENT OF BIDDER
(IF A PARTNERSHIP, LIMITED PARTNERSHIP, OR INDIVIDUAL)**

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument for the uses and purposes therein expressed [check one]:

☐ [] for himself/herself alone.

☐ [] as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

BID SCHEDULE: SUBMITTED BY _____

**MEADOW POINTE BOULEVARD
RESURFACING
(S.R. 56 to S.R. 54)
BID ITEMS
(W.O. NO. C04904.01)
BID NUMBER 09-067**

FROM: _____ SIGNATURE: _____

TO: PASCO COUNTY PURCHASING DEPT.
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FL 34654-5598

DATE: _____

BID ITEM NO.	DESCRIPTION	UNITS*	QUANTITY	UNIT PRICE	AMOUNT
101-1	Mobilization	LS	1		
102-1	Maintenance of Traffic	LS	1		
110-42-1	Road Edge Preparation and Restoration	LF	5,740		
327-40-2	Mill 1" to 2"	SY	1,800		
327-70-1	Mill 6" to 6-1/2" Average	SY	22,000		
334-1-3.1	SP 12.5 (Fine) 1-1/2"	SY	22,000		
334-1-3.2	SP 12.5 (Fine) 2"	SY	1,800		
334-1-3.2	SP 19.0 (Coarse) 3-1/2"	SY	22,000		
337-4.2	FC 9.5 1-1/4"	SY	22,350		
339-1	Miscellaneous Asphalt Pavement	TN	100		
425-5	Adjusting Manholes	EA	2		
570-1-21	Sod (Bahia) Including Water and Fertilizer	SY	1,270		
577-70	Reworking Shoulders	SY	2,600		
1000-1	NPDES Permit	LS	1		
1000-2	Bonds and Insurance	LS	1		
1000-3	Record Drawings ("As-Built" Drawings)	LS	1		
1000-4	Construction Photographs	LS	1		
				**BID PRICE:	

*LS=Lump Sum, LF=Linear Foot, SY=Square Yard, GA=Gallons.

****BID PRICE IS THE SUM OF ALL AMOUNTS ON THIS PAGE. INDICATE BID PRICE HERE AND ON BP-2 AS INDICATED ON THAT SHEET.**

BOND NO. _____

PART III

EXHIBIT A

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, in the full and just sum of **FIVE PERCENT (5%) OF THE TOTAL BID PRICE** in good and lawful money of the United States of America, to be paid upon demand of Pasco County and to which payment, will and truly to be made, we bind our selves, heirs, executors, administrators, successors, and assignees, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Proposal to Pasco County for the purpose of improving

for Pasco County, designated as Bid No. 09-067; and

WHEREAS, the Principal desires to file this Bid Bond in accordance with law, in lieu of an acceptable check otherwise required to accompany the Proposal;

NOW THEREFORE, the conditions of this Bid Bond are such that if the Proposal is accepted by Pasco County and if the Principal, within ten (10) days after written Notice of Apparent Low Bidder, (a) executes a written contract in the form and manner required by Pasco County, in accordance with the Proposal, and upon the terms, conditions and price(s) set forth therein and (b) executes any Performance Bond and/or Payment Bond required by the Proposal; valued in the amount(s) specified therein; and in a form and with sureties satisfactory to Pasco County, or furnishes an alternate form of security acceptable to Pasco County and (c) submits certificates of insurance in the manner specified in the Contract Documents, with companies acceptable to Pasco County, and in such amounts as required by the Contract Documents; then

BOND NO. _____

this Bid Bond is void. Otherwise, this Bid Bond remains in full force and effect and the Surety shall immediately pay to Pasco County, upon demand, the amount secured by this Bid Bond in good and lawful money of the United States of America, upon failure of the Principal to comply with any and all of the foregoing requirements within the time specified above.

THIS BOND DATED THIS _____ DAY OF _____, 20__.

ATTEST:

PRINCIPAL:

(SEAL)

BY: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness

Witness

BOND NO. _____

-OR-

Witness

BY: _____(SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

() _____
Business Telephone

STATE OF _____}

COUNTY OF _____}

ss.

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

BOND NO._____

ATTEST:

SURETY: _____
Printed Name

Business Address

Witness

BY: _____ (SEAL)
Authorized Signature

Witness

Printed Name

BOND NO. _____

-OR-

Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

License Number of Agent

COUNTERSIGNED (if applicable):

Signed

Agency Name

Agent's License No Telephone

() _____
Agency Mailing Address

() _____
Agency Telephone No.

() _____
Agency Fax No.

BOND NO._____

STATE OF _____}

COUNTY OF _____}

ss.

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name)

Personally known _____
or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

PART III

EXHIBIT B

PASCO COUNTY, FLORIDA

**FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)**

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

1. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.
2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is *solely responsible* for the selection of the data on which it relies in designing said safety system, as well as for the system itself.
5. The amount the bidder has set forth in Item 6 of page BP-2 includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF,SY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			TOTAL	\$ _____

The TOTAL above must be identical to cost shown in Item 6 on page BP-2. (Use additional blank sheets to further itemize if more room is required.)

6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does *not* constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the County (except as may otherwise be provided), which are necessary to so comply.
7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Authorized Signature

Typed name of Contractor

Date

PART III

EXHIBIT C

**CONFLICT OF INTEREST DISCLOSURE
(MANDATORY)**

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their Bid Proposal the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the BIDDER'S firm or any of its branches.

Name	Conflict
_____	_____
_____	_____
_____	_____

The undersigned, under penalty of perjury, claiming authority to act for the BIDDER named below, does hereby certify on behalf of the BIDDER that this Bid Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid Proposal for the same WORK, MATERIALS, supplies, or EQUIPMENT; that it is in all respects fair and without collusion or fraud; and that the BIDDER agrees to abide by all conditions of this Bid Proposal.

Name of BIDDER

By: _____

Name: _____

Title: _____

Date: _____

PART III

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie Bid Proposals, preference must be given to vendors submitting a certification with their Bid Proposal certifying that they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This drug-free certification form must be signed and returned with your Bid Proposal.

The undersigned, under penalty of perjury, claims to have authority to, and does hereby certify on behalf of the BIDDER named below, in accordance with Florida Statute 287.087, that:

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, and available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services pursuant to competitive bidding, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or *nolo contendere* to any violation of Chapter 893, Florida Statutes, or of any controlled-substance law of the United States or any state for violation occurring in the work place no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this certification.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of BIDDER

By: _____

Name: _____

Title: _____

Date: _____

PART III

EXHIBIT E

**CERTIFICATION OF UNDERSTANDING
(NPDES AND PPCP)**

On behalf of the BIDDER named below, I am authorized, and do hereby certify, under penalty of perjury, that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharge activity from the construction site identified as part of this certification.

Furthermore, I am authorized, and hereby certify, that the BIDDER will hold the COUNTY harmless for any and all violations of the General NPDES Permit conditions and the Storm Water Pollution Prevention Control Plan in connection with this Project.

Name of BIDDER

By: _____

Name: _____

Title: _____

Date: _____

State of Florida }
 }
County of _____} ss.

The foregoing Certification of Understanding was sworn to and subscribed or affirmed before me this day of _____, 20__.

Personally known _____ -OR- Produced identification _____ Type: _____

Notary Public – State of Florida

(Print, typed, or stamped commissioned name of notary public)

My commission expires _____

PART III

EXHIBIT F

**CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING
AND CONSTRUCTION SERVICES**

In order to determine the lowest responsive and responsible bidder for this project, Pasco County may mandate that the apparent lowest bidder provide the following survey. **THE FAILURE OF A BIDDER TO PROVIDE TIMELY ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING THAT THE BIDDER IS NOT RESPONSIBLE. PASCO COUNTY MAY RELY ON THIS INFORMATION IN AWARDING THE CONTRACT FOR THIS PROJECT, THEREFORE, ANY MATERIALLY FALSE, MISLEADING, OR INCOMPLETE INFORMATION SUBMITTED BY A BIDDER MAY BE GROUNDS FOR REJECTION OF A BID OR REVOCATION OF AN AWARDED BID IF THE MATERIAL FALSITY, MISLEADING NATURE, OR INCOMPLETENESS OF THE INFORMATION SUBMITTED IS DISCOVERED BEFORE BOARD APPROVAL OF THE CONTRACT, OR FOR THE TERMINATION OF THE CONTRACT FOR CAUSE IF DISCOVERED AFTER BOARD APPROVAL OF THE CONTRACT.** Any questions concerning the requested information may be directed to the Pasco County Purchasing Director.

Information and Documents to be provided

1. List all projects on which the BIDDER has worked in the last two (2) years. Please include, for each project, the job location, the cost and/or contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety.
2. List all projects for which the BIDDER is currently under contract. Please include, for each project, the job location, the cost/contract value, the name and telephone number of the owner's

representative, and the name and telephone number of the surety. Also indicate whether the BIDDER is the prime contractor on the project, and whether all subcontractors have been paid to date in a timely fashion.

3. Provide a copy of the current resume of the project manager and full-time job superintendent for the BIDDER who will be used on this project for Pasco County, if the contract is awarded to the BIDDER.

4. Provide a critical path management plan within thirty days of contract award detailing the approach the BIDDER anticipates taking towards this project for Pasco County or within five (5) days of pre-construction meeting whichever is sooner.

5. Provide a copy of a balance sheet and income statement for the most recent quarterly period of the fiscal year of the BIDDER.

PART IV
AGREEMENT

THIS AGREEMENT is made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, hereinafter called COUNTY, and _____, hereinafter called the CONTRACTOR, whose business address is _____.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

**MEADOW POINTE BOULEVARD RESURFACING
(S.R. 56 TO S.R. 54)**

BID NO. 09-067

2. The CONTRACTOR shall complete the Work to be performed under this Agreement within 45 calendar days (the initial Contract Time) from the date of the Notice To Proceed issued by the COUNTY.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, 30 calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. ***Time is of the essence of this Agreement.*** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met. The Special Conditions detail the Milestone Date(s) to which the CONTRACTOR must strictly adhere.

5. ***Liquidated damages shall apply to compensate for delays.*** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of **\$1,423.00** bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given

to the loss to the public of the use of the project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed upon Work Schedule or in this Contract, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions found in Conditions of the Contract (Part II).

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed \$_____, unless otherwise modified as provided herein. The total Contract Price includes \$100.00 for Indemnification, \$_____ for Allowances, and \$0.00 for Alternates. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal (Part III) of the following Alternate(s).

No. _____	No. _____	No. _____	No. _____
No. _____	No. _____	No. _____	No. _____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the Bid Proposal (Part III) for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 4 above.

11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1, Part II and made a part of this Agreement.

12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and COUNTY relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the BOARD.

15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

19. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20____ (bid award date for projects subject thereto).

ATTEST: Jed Pittman
 Clerk of the Circuit Court

COUNTY: Pasco County, Florida

BY: _____
 DEPUTY CLERK

BY: _____
 CHAIRMAN
 BOARD OF COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR:

WITNESS 1:

(Printed name of signatory)

BY: _____(SEAL)
 Authorized Corporate Officer or
 Individual (Sign Before Two
 Witnesses and Notary Public)

WITNESS 2:

(Printed name of signatory)

(Printed title of signatory)

(Business Address of Contractor)

(Phone number of Contractor)

**ACKNOWLEDGEMENT OF CONTRACTOR
(IF A CORPORATION OR LIMITED LIABILITY COMPANY)**

STATE OF _____ }
COUNTY OF _____ }SS

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____,

to me known to be the individual described in and who executed the foregoing instrument as the _____ [title] of _____ [name

of corporation or limited liability company], a _____ [state of incorporation/establishment] _____ [type of entity], the CONTRACTOR herein, and who severally and duly

acknowledged the execution of such instrument as such an officer of the aforesaid CONTRACTOR, for and on behalf of, and as the act and deed of, the CONTRACTOR, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONTRACTOR, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____ [check one]

Type of identification produced _____
_____ [describe].

(NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONTRACTOR
(IF A PARTNERSHIP OR AN INDIVIDUAL)**

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 20_____,
before me, the undersigned authority, personally appeared _____
_____, to me known to be the individual described in and
who executed the foregoing instrument on behalf of _____
_____ [name of partnership, sole proprietorship, or individual] as
the CONTRACTOR herein, and acknowledged the execution of same, for and on
behalf of, and as the act and deed of the aforesaid CONTRACTOR, for the uses
and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____ [check one]

Type of identification produced _____
_____[describe].

(NOTARY SEAL)