



**PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**
TELEPHONE: (727) 847-8194
FACSIMILE: (727) 847-8065
www.PascoCountyFL.net

INVITATION TO BID

BID NO. 08-063D

ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

The Pasco County Purchasing Department will receive sealed bids until **2:00 p.m.**, local time (our clock), on **April 4, 2008**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. 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.

This project requires a contractor to furnish the necessary labor and materials to construct a three (3) sided metal equipment shed with roof, 152 ft. long x 35 ft. wide x 15 ft. tall, located at 30906 Warder Road, San Antonio, Florida. The estimated cost of the project is \$150,000.00.

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.

Bid, performance, and payment surety are required for this project. Please refer to the contract document and specifications for complete requirements.

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


Dawn D'Ascoli
Buyer

PHONE: (727) 847-8194
FAX: (727) 847-8065

PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FL 34654
<http://www.pascocountyfl.net/>

ADDENDUM TO INVITATION FOR BID

March 27, 2008

TO: Concerned Bidders

RE: Addendum No. 1; Bid No. 08-063D, Road and Bridge Maintenance Storage Building

Please note the following changes/additions to the specifications for the above listed bid.

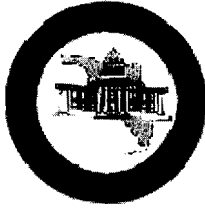
1. Part 1 – General
 - 1.8 Acceptable manufactures may be the American Institute of Steel Construction – category MB or MBMA Metal Building Manufacture Association, or AISC certified.
2. The attached drawings R1 & R2 refer to supplemental foundation along the sidewalls.

Bidder shall acknowledge receipt of this addendum on the bid form. Failure to acknowledge this addendum, may be cause for bid rejection. The bid opening date will remain the same.

If there are any additional questions, please contact the Purchasing Department at (727) 847-8194.

Dawn D'Ascoli
Buyer

Attachments



**CONTRACT DOCUMENTS
AND SPECIFICATIONS FOR:**

ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

BID NO. 08-063D

W.O. NO. X08952.00



**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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By the DIRECTOR

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PART I

BIDDING REQUIREMENTS

- INSTRUCTIONS TO BIDDERS -

PROJECT NAME: Road and Bridge Maintenance Storage Building

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: FRIDAY, APRIL 4, 2008 @ 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 2:00 p.m. 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: **SEALED BID FOR Road and Bridge Maintenance Storage Building TO BE OPENED AT THE PASCO COUNTY PURCHASING DEPARTMENT, PASCO COUNTY, 8919 GOVERNMENT DRIVE, NEW PORT RICHEY, FLORIDA, 34654-5598. BID OPENING DATE AND TIME: April 4, 2008 @ 2:00 p.m.**
- 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, materialmen, 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]

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 2 - 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 the 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 liability 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 specified in the County's written Notice to Proceed.

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 12 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.

2.1.28 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 Contract 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 for 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 staff 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 may be 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 identical 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 services, 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 detailed preliminary progress schedule covering the activities of Work, on CD-Rom or diskette in electronic spreadsheet or Primavera Suretrak™ format. The schedule shall also include start and completion dates of the various stages of the entire Work, identification of milestones on the critical path, identification of any long lead-time items and ordering schedules for them, 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 portions 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 materials 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 CONDITIONS

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 provided 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 insured" 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 such 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 be 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	\$ (<i>same as above</i>)

- 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 the 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 X / is not ___ required; and **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 6.3.10.3 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 or 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, at 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 Change 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 eighty 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 caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the COUNTY as trustee. The CONTRACTOR shall pay each SUBCONTRACTOR an appropriate amount, determined by value of the 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 for 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 notices 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 areas 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, but not limited to, 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, an 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 requirements 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 in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work 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 the 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 contracts 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 sub-contractors.

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 11, 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 15.

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 claims, 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 submitted to the PROJECT MANAGER and/or 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 may submit a claim in accordance with Articles 11, 12, and 13, but 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 scope 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 rate);
- 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 of 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 provided in Article 12.3).

12.3 Fee of CONTRACTOR

12.3.1 The maximum percentage allowed for the combined overhead (including home 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 12.1.2. 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 of 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 reasonable 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 circumstances 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 requirements 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 firm 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 Neither 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 Values 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 Applications 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:

**Facilities Management
7220 Osteen Road
New Port Richey, Florida 34653**

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 portion(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 portion(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, and

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 a 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, 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 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 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 shall 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 CONTRACTOR 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 amount 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 payments 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 trigger the default provisions of all other contracts to which the COUNTY and the CONTRACTOR are a party and all the remedies the COUNTY may be entitled to pursue up to and including termination of these other contracts.

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.

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 0.
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 BOARD has determined that it is in the best interest of the COUNTY to establish at its discretion on a project by project basis 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.

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 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 intent 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 the 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

ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

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**

BOND NO. _____

PART II

EXHIBIT A

PUBLIC CONSTRUCTION BOND

ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

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.): 08-063D

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")

Three sided metal equipment shed with roof, 152 ft. long x 35 ft. wide x 15 ft. tall ;
located @ 30906 Warder Road, San Antonio, Florida.

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. 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
3. 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.

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.): 08-063D

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")

Three sided metal equipment shed with roof, 152 ft. long x 35 ft. wide x 15 ft. tall;
located @ 30906 Warder Road, San Antonio, Florida.

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 Obligee 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 Obligee, 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 Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee 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 Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee 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 	COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

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												
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____				<table border="1" style="width: 100%; font-size: x-small;"> <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)	\$																
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				<table border="1" style="width: 100%; font-size: x-small;"> <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	\$				
COMBINED SINGLE LIMIT	\$																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE	\$																
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				<table border="1" style="width: 100%; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>AGGREGATE</td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
EACH OCCURRENCE	\$	AGGREGATE	\$														
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width: 100%; font-size: x-small;"> <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)																
	<input type="checkbox"/> 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)			
<p>It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.</p> <p>1. AMENDMENT -- NOTICE OF CANCELLATION OR MATERIAL CHANGE (DESIGNATED CONTRACT)</p> <p>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.</p> <p>2. AMENDMENT -- ADDITIONAL INSURED (DESIGNATED CONTRACT)</p> <p>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.</p> <p>3. AMENDMENT -- LIMITS OF LIABILITY</p> <p>The limits of liability apply specifically to any liability claims arising during the course of this project.</p> <p style="text-align: center;">CONTRACT SCHEDULE AND DESCRIPTION OF PROJECT</p>			
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: ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

Bid No. 08-063D

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. _____

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

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. X08952.00

Project Name. ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

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. X08952.00

Project Name: ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

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:

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: ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

CONTRACTOR: _____

BID NO. 08-063D 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.

DESCRIPTION OF CHANGE:	COST IMPACT	FINAL COMPLETION DAYS	TYPE OF CHANGE
-------------------------------	------------------------	--------------------------------------	---------------------------

TYPE OF CHANGE: E/O=Errors and Omissions UR=User Request OR=Other Request
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

CONTRACTOR:
By: _____
Authorized Signature (SEAL)

Witness

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.

_____ [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]

(NOTARY SEAL)

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 ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING, Bid.No.08-063D, 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: ROAD AND BRIDGE MAINTENANCE STORAGE BLDG. AAR No. _____

CONTRACTOR: _____ FEMA No. _____

TASK (if applicable): _____ Bid No. 08-063D

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:	\$ _____	_____

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 ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING, Bid. No. 08-063D, 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. THERE IS AN EXISTING WELL ON THE COUNTY'S SITE. THE CONTRACTOR IS REQUIRED TO TAKE ALL NECESSARY MEASURES TO ENSURE IT IS NOT DAMAGED DURING CONSTRUCTION. THE CONTRACTOR IS ALSO REQUIRED TO MAKE SURE THE WELL IS NOT OPERATIONAL WHEN CONNECTING THE NEW PIPES REQUIRED FOR THE NEW FACILITY. ONCE THE NEW PIPES ARE IN PLACE, THE LINES SHOULD BE FLUSHED TO ENSURE PROPER INSTALLATION AND OPERATION.
2. ANY WARRANTY PROVIDED FOR THE ROOFING STRUCTURE FOR THE RESULTING FACILITY (S) SHALL BE COMPARABLE OR BETTER THAN THE COUNTY'S STANDARD ROOF WARRANTY ATTACHED HERETO.

(SEE ATTACHED – SAMPLE ROOF WARRANTY)

OWNERS CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, IT IS EXPRESSLY AGREED THAT OWNERS REMEDIES EXPRESSED IN THIS 20-YEAR WATERIGHTNESS LIMITED WARRANTY ARE OWNERS EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide and Roofing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof. Failure of the Owner to do so shall automatically relieve both Roofing Contractor of any and all responsibility and/or liability under this 20-Year Waterightness Limited Warranty.

2. In the event a roof repair is necessary during the first two-year period or any extension thereof, the Roofing Contractor shall be held responsible for such repair, and any such repair shall be extended for a two-year period from the date of the last such repair. In any such case, the Roofing Contractor shall be responsible only for the balance remaining after the end of such period and any and all extension(s) of the original twenty (20)-year period from the date of completion of installation of the subject Roofing System.

3. If upon inspection, the Roofing Contractor determines that the leak(s) in the Roof are caused by defects in materials or workmanship in accordance herewith, but Owner's remedies and liability shall in any event be limited to repair of the Roof, subject to the cost limitations set forth above. Otherwise, neither Roofing Contractor shall have any liability. The Roofing Contractor's two-year liability (which is in lieu of any and all liability for such period) shall be extended an additional two years from date of last repair, should such repair be necessary during the first two years of the Roofing Contractor's liability or during any extension thereof.

4. Neither Roofing Contractor nor Roofing Contractor shall have any liability or responsibility under or in connection with either this 20-Year Waterightness Limited Warranty or the Roof, if any one or more of the following shall occur:

(a) Detonation caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.

(b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, and the like.

(c) Detonation caused by any harmful substance contained or condensed inside the building.

(d) Damage caused by workers on the roof.

(e) Any other cause beyond control.

(f) Damage to the Roof caused by natural disasters, including, but not limited to, lightning, or any strong gale, hurricane, tornado, or earthquake.

(g) Failure by any contractor or subcontractor other than Roofing Contractor or the Roofing Contractor to follow instructions for the layout, design and installation of the Roof.

Manufacturer Company (hereinafter referred to as "Manufacturer") and the Roofing Contractor/Installer whose signature appears below (hereinafter referred to as "Roofing Contractor") severally warrant Roofing Contractor only for any matter arising during the first two years after completion of installation of the subject roof on the above referenced Building and only for any matter first arising after the second anniversary of successful completion of installation of the subject roof but arising not later than the twelfth anniversary of such completion) to the above-named Building Owner (hereinafter referred to as "Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated hereon, Roofing Contractor's workmanship on the above-named building will be adequate to prevent leaks for 20 years commencing with the date of completion of installation of the Roofing System. This warranty shall be fully satisfied by repair of the Roof, and any such repair shall carry a warranty against leaks only for any then remaining balance of the original 20-year warranty period. In the event the Roofing Contractor fails to perform the work necessary to attain water tightness at any point during the initial 2 year period of this waterightness warranty, the Roofing Contractor shall perform such work necessary to attain water tightness and shall bill all cost and expenses incurred in performing the responsibility of the roof and charge the account of the roof for such costs and expenses. The Roofing Contractor is obligated to pay such sums within thirty (30) days of the presentation of a statement for the relevant charges. The Roofing Contractor shall not affect any other provision of this warranty.

AND ROOFER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY WILL BE THE REPLACEMENT OF MATERIALS FURNISHED BY AND THE REPAIR OF ANY LEAKS CAUSED BY THE INSTALLATION OF THOSE MATERIALS OR DEFECTIVE INSTALLATION OR MATERIALS AT NO COST TO THE OWNER, NEITHER NOR ROOFER MAKES ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WATERIGHTNESS LIMITED WARRANTY. DOES NOT IN ANY WAY EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF IN NO EVENT SHALL ANY ONE AND ROOFER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, DAMAGES OF ANY OTHER TYPE, WHETHER CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, WHETHER

Building/Job _____
 Building Name _____
 Building/Job _____
 Location: _____
 Manufacturer Company (hereinafter referred to as "Manufacturer") and the Roofing Contractor/Installer whose signature appears below (hereinafter referred to as "Roofing Contractor") severally warrant Roofing Contractor only for any matter arising during the first two years after completion of installation of the subject roof on the above referenced Building and only for any matter first arising after the second anniversary of successful completion of installation of the subject roof but arising not later than the twelfth anniversary of such completion) to the above-named Building Owner (hereinafter referred to as "Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated hereon, Roofing Contractor's workmanship on the above-named building will be adequate to prevent leaks for 20 years commencing with the date of completion of installation of the Roofing System. This warranty shall be fully satisfied by repair of the Roof, and any such repair shall carry a warranty against leaks only for any then remaining balance of the original 20-year warranty period. In the event the Roofing Contractor fails to perform the work necessary to attain water tightness at any point during the initial 2 year period of this waterightness warranty, the Roofing Contractor shall perform such work necessary to attain water tightness and shall bill all cost and expenses incurred in performing the responsibility of the roof and charge the account of the roof for such costs and expenses. The Roofing Contractor is obligated to pay such sums within thirty (30) days of the presentation of a statement for the relevant charges. The Roofing Contractor shall not affect any other provision of this warranty.

Work Order Number: _____
 Date Roof Completed: _____
 Material: _____
 Furnished (Sq. Ft.): _____

MANUFACTURING COMPANY
20-YEAR FULL SYSTEM WATERIGHTNESS LIMITED WARRANTY

SAMPLE

(h) If, after installation of the Roof by Roofer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from _____ or _____

(i) If there is any failure by the Owner or lessee or other occupant or user to use reasonable care in maintaining the Roof, or

(j) If Owner fails to comply with every term and/or condition stated in this 20-Year Watertightness Limited Warranty, or

(k) If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.

(l) _____ shall not have any liability or responsibility with leakage caused by ridge vents.

(m) _____ shall not have any liability or responsibility with failure of gutters and gutter accessories.

(n) Failure of roofing installation and the materials supplied by Manufacturing Co. for the flashings and metal roofing due to reaction of dissimilar metals will not be the responsibility of _____ Manufacturing Co. and _____ Manufacturing Co. will not be held liable for any claims due to failures caused by dissimilar metals.

5. _____ shall not have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof in the event of a failure by any contractor or subcontractor other than _____ or the Roofer to use approved installation details for roof curbs, roof jacks, sealants, mastics, subframing, and flashing furnished by _____ (or to substitute therefor only products approved in writing in advance by _____ as equal (if provided by the contractor or subcontractor)).

6. During the term of this Warranty, _____ its Sales Representatives and employees, shall have free access to the roof during regular business hours.

7. _____ shall not have any obligation under this 20-Year Watertightness Limited Warranty until final drawings of the completed roof are submitted by _____ to the Roofer and accepted in writing by _____. Such drawings must show the exact number, size and location of all roof penetrations and rooftop equipment. Photos of the roof showing these items must accompany the drawings.

8. _____ shall not have any obligation under this 20-Year Watertightness Limited Warranty until all invoices for installation, supplies and services have been paid in full to each of _____ and Roofer and each material supplier.

9. Neither _____ nor Roofer shall be responsible for any consequential damages or loss to the building, its contents or other materials.

10. Neither _____ nor Roofer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.

11. This 20-Year Watertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY.

12. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Watertightness Limited Warranty applies only to those portions of such roof which are covered solely by _____ manufactured products.

13. Notwithstanding any other provision of this 20-Year Watertightness

Limited Warranty, _____ shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was _____ at any time in part or wholly by any condensation resulting from _____ or both of the following: (a) The use of an inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating of .05 or less with sealed joints and perimeter. (b) Inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.

14. Roofing installation must be supervised by an authorized installer or an individual that has been factory trained in the installation of _____ roofing products.

15. _____ roof panels must be made of a material supplied by _____ or approved by _____

WARRANTY RESPONSIBILITY:

1st through 2nd Year, plus any applicable extension period(s) as described hereinabove: _____ — ROOFER

The thereafter remaining balance of the first 20 years from date of completion of installation of the subject Roof. _____ MFG. CO.

This 20-Year Watertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofer, Owner and _____ EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN.

MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OF MERCHANTABILITY AND WARRANTY(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE GOODS AND/OR SERVICES COVERED HEREBY. NOR DOES _____ MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY OF SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY MAY NOT BE CHANGED ORALLY.

This 20-Year Watertightness Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Roofer and Owner specifically agree that any legal action brought relating to this Warranty will be brought and tried in the United States District Court of Florida, Tampa Division, or, in absence of federal jurisdiction, in a court of Pasco County, FL, New Port Richey Division.

Roofing Contractor/Installer: _____

Company Name _____

Signature _____

typewritten name _____ title _____ date _____

Owner: Pasco County Florida
Company Name _____

Signature _____

typewritten name _____ title _____ date _____

Manufacturing Co: _____ date _____

PART II

CONDITIONS OF THE CONTRACT

C. TECHNICAL SPECIFICATIONS

CONTRACTOR WILL COMPLY WITH ALL TECHNICAL SPECIFICATIONS LISTED ON THE TECHNICAL SPECIFICATIONS MANUAL DATED FEBRUARY 20, 2007 AND ON THE DRAWINGS DATED MARCH 9, 2007 PREPARED BY THE PROJECTS ARCHITECT, MYERS & ASSOCIATES ARCHITECTURE AIA, P.A. WHICH ARE INCORPORATED HEREIN BY REFERENCE. THESE TECHNICAL SPECIFICATIONS HAVE BEEN WRITTEN TO PROVIDE SPECIFIC REQUIREMENTS FOR THIS PROJECT, **ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING 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.

PROJECT MANUAL

FOR

MAINTENANCE & STORAGE BUILDING

AT

**PASCO COUNTY ROAD
AND
BRIDGE DEPARTMENT**

**30906 WARDER RD
SAN ANTONIO, FLORIDA 33576**

February 20, 2007

MYERS & ASSOCIATES ARCHITECTURE AIA, P.A.

February 20, 2007

PROJECT MANUAL
INCLUDING SPECIFICATIONS
FOR:

PROJECT LOCATED AT:

MAINTENANCE & STORAGE BUILDING
309 WARDER RD
SAN ANTONIO, FLORIDA 33576

ARCHITECT: MYERS & ASSOCIATES ARCHITECTURE, AIA, PA
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ELECTRICAL ENGINEER: ELECTRICAL CONSULTING GROUP
324 MONROE STREET
DUNEDIN, FL 34698
727-736-1447

Addresses all communications regarding this work to the Architect at the address listed above.

SCHEDULE OF DRAWINGS

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- A-2 FLOOR PLAN & SITE PLAN
- A-3 ELEVATIONS
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STRUCTURAL

- SO.1 STRUCTURAL SPECIFICATIONS
- S1.1 FOUNDATION
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02456 Refer to drawings sheets A-1 & E-2

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DIVISION 4 - MASONRY

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MATERIALS

PART 1 - GENERAL

- 1.1 The design of the structural system shall be a clear span rigid frame with tapered or straight columns and roof beams; with a monoslope roof.
- 1.2 Actual building length shall be structural line to structural line and shall be the same as nominal - i.e., the number of bays times length of bays.
- 1.3 Actual building width shall be structural line to structural line and shall be nominal building width.
- 1.4 The roof shall have a minimum slope of 1/4" in 12" slope to a maximum of .625:12 in 0.001" increments.
- 1.5 All components and parts of the structural system shall be as indicated on drawings and/or specifications.
 - 1.5.1 All components and parts shall be clearly marked and erection drawings shall be supplied for identification and assembly of the parts.
 - 1.5.2 All drawings shall carry the stamp of a registered professional engineer.
- 1.6 Field modification of parts shall be in accordance with the best standard procedures, require the approval of the manufacturer, and shall be the responsibility of the building erector.
- 1.7 Foundations
 - 1.7.1 Foundations including anchor bolt embedment length shall be adequately designed by a competent engineer, retained by other than the building manufacturer, in accordance with the best recommended practices for the specific soil conditions of the building site.

NOTE: A foundation system has been designed but may be modified after receiving the reactions from metal building manufacturer.

 - a. All reactions for the proper design of foundations shall be supplied by Butler Manufacturing Company.
 - 1.7.2 Anchor bolt diameter shall be as specified by Butler Manufacturing Company standard anchor bolt layout drawings.
 - a. Anchor bolts shall be supplied by the contractor, not the building manufacturer.

- 1.8 Building shall be produced in a manufacturing facility that is certified by the American Institute of Steel Construction - Category MB.

PART 2 - STRUCTURAL STEEL DESIGN

- 2.1 All structural mill sections or welded-up plate sections shall be designed in accordance with the 1989 AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings," and all cold-formed steel structural members shall be designed in accordance with the 1986 AISI "Specification for the Design of Cold-Formed Steel Structural Members."
- 2.2 The structural system will be designed in accordance with a specified building code. (Refer to Design Loads and Building Codes).

PART 3 - PRIMARY FRAMING

- 3.1 Rigid Frames
 - 3.1.1 Frames shall consist of welded-up plate section columns and roof beams complete with necessary splice plates for bolted field assembly.
 - a. All base plates, cap plates, compression splice plates and stiffener plates shall be factory welded into place and have the connection holes shop fabricated.
 - b. Columns and roof beams shall be fabricated complete with holes in webs and flanges for the attachment of secondary structural members and bracing except for field work as noted on manufacturer's erection drawings.
 - 3.1.2 All bolts for field assembly of frame members shall be A-325 high strength bolts as indicated on erection drawings.
- 3.2 Endwall Structural
 - 3.2.1 The endwall structurals shall be cold-formed channel members designed in accordance with the 1986 AISI Specification or welded-up plate sections designed in accordance with the 1989 AISC Specification.
 - 3.2.2 Endwall frames shall consist of endwall corner posts, endwall roof beams and endwall posts as required by design criteria.
 - a. All splice plates and base clips shall be shop fabricated complete with bolt connection holes. All base plates, cap plates, compression splice plates and stiffener plates shall be factory welded into place and have the connection

holes shop fabricated.

- b. Beams and posts shall be shop fabricated complete with holes for the attachment of secondary structural members except for field work as noted on manufacturer's erection drawings.

3.2.3 Intermediate frames shall be substituted for endwall roof beams when specified.

- a. Necessary endwall posts and holes for connection to the intermediate frame used in the endwall shall be shop fabricated.

PART 4 - SECONDARY STRUCTURAL MEMBERS

4.1 Wall Girts

4.1.1 Girts shall be "Z" shaped, precision roll formed.

4.1.2 Girts shall be 8" or 9-1/2" "Z" shaped sections.

4.1.3 Outer flange of all girts shall contain factory-punched holes for panel connections. Optional girts are also acceptable without factory punched holes for panel connections.

4.2 Roof Truss Purlins (<=60')

4.2.1 Truss Purlins shall be cold formed trusses which are factory assembled and welded.

4.2.2 Truss Purlins shall be attached to the main frames and endwalls by 1/2" diameter bolts through the end seat of the truss purlin.

4.2.3 Truss Purlins shall be braced on the top and bottom chords spaced at intervals shown on the erection drawings.

4.2.4 All concentrated loads shall be hung at purlin panel points.

4.2.5 Truss purlin top chords shall have factory punched holes for roof panel clip attachment.

4.3 Eave Struts

4.3.1 Eave Struts and eave members shall be factory pre-punched 9-1/2" or 11" deep "C" sections.

4.4 Bracing

- 4.4.1 Bracing shall be located as indicated on drawings.
- 4.4.2 Diagonal bracing shall be hot-rolled rod of size indicated on drawings, and attached to columns and roof beams as shown on the drawings.
- 4.4.3 Optional fixed base wind posts or pinned base portal frames may be substituted for wall rod bracing on buildings as required.
- 4.4.4 Flange braces, purlin braces, etc., when required, shall be cold formed and installed as indicated on drawings.

PART 5 - WELDING

- 5.1 Welding procedure, operator qualifications and welding quality standards shall be in accordance with the American Welding Society structural welding code. Inspection other than visual inspection as defined by AWS paragraph 8.15.1, shall be identified and negotiated prior to bidding.
- 5.2 Certification of welder qualification shall be supplied when requested.
- 5.3 Welding procedure, operator qualifications and welding quality standards shall be in accordance with the Canadian Welding Bureau CSA Standards when required.

PART 6 - STRUCTURAL PAINTING

6.1 General

- 6.1.1 All structural steel shall be prime painted as temporary protection against ordinary atmospheric conditions. Subsequent finish, painting, if required, shall be performed in the field by others.
- 6.1.2 Prior to painting all steel shall be cleaned of loose rust, loose mill scale, dirt and other foreign material. Unless otherwise specified, the fabricator shall not sand blast, flame clean or pickle prior to painting.
- 6.1.3 Factory cover all steel with one coat of Butler Gray paint formulated to equal or exceed the performance requirements of Federal Specification TT-P-636D, TT-P-664C and SSPC Paint-25.

6.2 Primary Frames

- 6.2.1 Clean all steel per SSPC-SP2.

6.2.2 Apply one coat of water reducible alkyd primer by spray or dip method to a minimum coating thickness of 1.0 mil.

6.3 Secondary Structural

6.3.1 Clean all steel per SSPC-SP8 or SSPC-SP6.

6.3.2 Apply one coat of coil applied polyester primer to a minimum coating thickness of 0.5 mil. (purlins and girts).

ROOF SYSTEM

PART 1 - GENERAL

1.1 The roof shall be covered with factory roll-formed Butlerib® II roof system panels.

- 1.2 Details shall be in accordance with the manufacturer's drawings.
- 1.3 Installation shall be in accordance with the manufacturer's drawings.

PART 2 - PANEL DESCRIPTION

- 2.1 Panel shall be roll-formed to provide a width coverage of 3'.
 - 2.1.1 There shall be four major corrugations spaced 12" on center. Each major corrugation shall be 1-1/2" high, 2-7/8" wide tapering 1-9/32" wide at the top with no intermediate minor corrugations.
 - 2.1.2 In the panel flat, there shall be two additional minor vee corrugations, 1" wide, 1/8" high spaced 3" on center between the major corrugations.
- 2.2 The panel sidelap shall overlap one major corrugation.
 - 2.2.1 One of the outboard corrugations shall be formed as the overlapping corrugation.
 - 2.2.2 The other outboard corrugation shall be formed as the underneath corrugation.
 - a. This shall be a full corrugation to provide bearing support to the side lap.
 - b. This shall be formed with a continuous length sealant groove.
- 2.3 The panel endlap shall be 6".
 - 2.3.1 Panel shall be of maximum length, up to 38'-9" so as to minimize panel endlap. Panel endlap shall be factory prepunched (top panel with a round hole and bottom panel with a slotted hole) to provide for expansion and contraction and panel alignment. Optional unpunched panels are available but not recommended for panels on the same slope running continuously more than 80 feet.
 - 2.3.2 When required, endlap shall be engineered to occur over and be fastened to a secondary structural member.
- 2.4 Ridge panel when required shall be one-piece, factory curved to match the roof slope.
 - 2.4.1 Cross section of the ridge panel shall match the roof panel.

- 2.4.2 Ridge panel splice shall occur over the first purlin on either side of the building center.
- 2.5 Eave panel shall extend beyond the building structural line.
- 2.6 Roof panel shall be factory prepunched at panel ends to match prepunched holes in structural members to assure proper alignment. Upper end of eave and splice panel will have 3/4" long slots to provide for expansion and contraction of the panels. (Optional but required for the optional 10-year weathertightness warranty).

PART 3 - PANEL DESIGN

- 3.1 Panel shall be designed in accordance with AISI "Specifications for the Design of Light-Gage, Cold-Formed Steel Structural Members" or CAN/CSA-S136 "Cold-Formed Steel Structural Members" - Latest edition, and in accordance with sound engineering methods and practices.
- 3.2 Panel shall be designed to support a 200-pound load distributed evenly over a 2' square area centered between purlins without exceeding a panel deflection-to-span ratio of 1/180 in a two-span condition.

PART 4 - PROVISION FOR EXPANSION/CONTRACTION

- 4.1 Optional prepunched roof panel shall have 5/16" x 3/4" slotted holes at the upper end and 5/16" diameter holes at the lower end. The slotted holes shall permit thermal movement of the panel without detrimental effect on the roof panel.

PART 5 - PANEL MATERIAL AND FINISH

- 5.1 Panel material shall be one of the following:
 - 5.1.1 Panel material as specified shall be 28, 26 or 24 gage aluminum-zinc alloy-coated steel (AZ55) with mill-applied acrylic surface treatment (GALVALUME Plus® or ACRYLUME®). Minimum 0.55 ounce coated weight per square foot (approximately 55% aluminum 45% zinc applied by the continuous hot dip method) as determined by the triple-spot test per ASTM A792.
 - 5.1.2 Panel material as specified shall be 28, 26 or 24 gage galvanized steel per ASTM A653 painted with standard exterior colors of Butler-Cote® finish system, a full strength, 70% Kynar 500®* or Hylar 5000®* fluoropolymer coating. Manufacturer warrants that coating shall not blister, peel, crack, chip, or experience material rust through for 25 years. For a period of 25 years chalking shall not exceed #8 - ASTM D 4214 and fading shall be 5DE Color Difference Units

or less.

PART 6 - FASTENERS

6.1 Panel-to-structural (standard)

6.1.1 All connections of Butlerib II roof system panel-to-structural members shall be made with galvanized steel, dichromate dipped Scrubolt™ fasteners, 3/8" hex-head with 3/4" metal backed sealing washer.

6.2 Panel-to-structural (optional)

6.2.1 Panel-to-structural member connections shall be made with 1/4-14 X 1-1/4" galvanized 3/8" hex head self-drilling screw with 5/8" o.d. ALZN steel backed sealing washer.

6.2.2 Panel-to-structural member connections shall be made with #12 X 1-1/4" stainless steel 3/8" hex head self-drilling screw with 5/8" o.d. ALZN steel backed sealing washer.

6.2.3 Panel-to-structural member connections shall be made with stainless steel Scrubolt fasteners, 3/8" hex washer head with ALZN steel backed sealing washer.

6.2.4 Panel-to-structural member connections shall be made with self-clinching aluminum Lock-Rivet™ fasteners, 3/4" diameter low profile head with sealing washer.

6.3 Panel-to-panel (standard)

6.3.1 Panel-to-panel connections shall be made with #1/4-14 X 7/8" galvanized 3/8" hex head mini-point self-drilling screws with 5/8" o.d. metal backed sealing washer.

6.4 Panel-to-panel (optional)

6.4.1 Panel-to-panel connections shall be made with #1/4-14 X 7/8" stainless steel 3/8" hex head mini-pt. self-drilling screws with 5/8" o.d. ALZN steel back sealing water.

6.4.2 Panel-to-panel connections shall be made with Butler self-clinching aluminum Lock-Rivet fasteners, 3/4" diameter low profile low profile head with sealing washer.

6.5 Fastener location and quantity shall be as shown on erection drawings as furnished by Butler Manufacturing Company.

Warranty requirement:

To qualify for the material Extended Life Endorsement (25 years for ALZN or Butler-Cote finish system), Lock-Rivet, ALZN head Scrubolt or ALZN head self-drilling fasteners must be used. Either punched or unpunched panels may be ordered.

To qualify for a 10 year Weathertightness Endorsement the panel must be either ALZN coated or Butler-Cote finish system and the Extended Life Endorsement must be ordered. The roof panel and roof structural systems must be prepunched and the panel-to-panel fasteners must be Lock-Rivet fasteners. Panel to structural fasteners must be ALZN head Scrubolt or Lock-Rivet fasteners.

PART 7 - PANEL APPLICATION

- 7.1 Panel shall be factory cut-to-length according to the erection drawings as furnished by Butler Manufacturing Company.
- 7.2 Panel shall be positioned and aligned to hold the 3' module throughout the building length.
 - 7.2.1 Optional prepunched panel shall be positioned and aligned by matching the prepunched holes in the panel with the prepunched roof structurals.
- 7.3 Sidelap will be at least one full corrugation.
- 7.4 Endlap will be at least 6" and fastened together over and to structural members.
- 7.5 All panel side and endlap shall be sealed with Panlastic® sealant (weather sealing compound) to prevent the entry of capillary moisture.
- 7.6 Fasteners shall be installed with proper tools, in a workmanlike manner according to the recommendations of the manufacturer.

PART 8 - ACCESSORIES

- 8.1 Accessories, i.e., eave and gable trim, gutter, jacks and curb, shall be as standard with Butler Manufacturing Company, unless otherwise noted and furnished as specified.
- 8.2 The metal coating on all gutter, downspout, gable trim, and eave trim to

be Butler-Cote finish system.

- 8.3 Location of standard accessories shall be as shown on erection drawings as furnished by Butler Manufacturing Company.

PART 9 - PERFORMANCE TESTING

- 9.1 Underwriters Laboratories - The roof system shall qualify for U.L. wind uplift classification Class 90 rating to ensure structural integrity and possible reduction of insurance rates (Construction No. 81).

Butler Lite-Panel® translucent roof panels shall qualify for U.L. Class 90 Rating (Construction No. 125).

- 9.2 FM Global - The roof system shall qualify for Approval as Class 1 Panel Roof (FMRC Standard 4471) and be listed in Factory Mutual Approval Guide - latest edition.
- 9.3 National Fire Protection Association - The roof system shall be considered acceptable where Class A roof coverings are required for exterior fire exposure.
- 9.4 U.B.C. - The roof system shall be considered acceptable where Class A roof coverings are required for exterior fire exposure.
- 9.5 S.B.C. - The roof system shall be considered acceptable where Class B roof coverings are required for exterior fire exposure.
- 9.6 B.O.C.A. - The roof system shall be considered acceptable where Class B roof coverings are required for exterior fire exposure.

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END OF SECTION

SECTION 06402

INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

- 1.1 CABINET HARDWARE AND ACCESSORIES

A. Hardware Standard:

Comply with BHMA A156.9 for items indicated by referencing BHMA numbers or items referenced to this standard.

B. Frameless Concealed Hinges (European Type):

BHMA A156.9, B01602, 135 degrees of opening.

C. Wire Pulls:

Back mounted, 4 inches long, 5/16 inches in diameter.

D. Catches:

Magnetic catches, BHMA A156.9, B03141.

E. Adjustable Shelf Standards and Supports:

BHMA A156.9, B03141; with shelf rests, B04081.

F. Drawer Slides:

Side-mounted, full-extension, zinc-plated steel drawer slides with steel ball bearings, BHMA A156.9, B05091, and rated for the following loads:

1. Box Drawer Slides: 75 lbf.
2. File Drawer Slides: 150 lbf.
3. Pencil Drawer Slides: 45 lbf.

G. Door Locks:

BHMA A156.11, E07121.

H. Grommets for Cable Passage through Countertops:

2-inch black, molded-plastic grommets and matching plastic caps with slot for wire passage.

1. Product: Subject to compliance with requirements, provide "OG series" by Doug Mockett and Co., Inc.

I. Exposed Hardware Finishes:

For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

- J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

1.2 INSTALLATION MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips:
Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors:
Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

1.3 FABRICATION, GENERAL

- A. Interior Woodwork Grade:
Provide Custom grade interior woodwork complying with the referenced quality standard.
- B. Wood Moisture Content:
Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 - 1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4 Inch Thick or Less: 1/16 inch.
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible, before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- E. Shop cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
 - 1. Seal edges of openings in countertops with a coat of varnish.

1.4 INTERIOR STANDING AND RUNNING TRIM FOR OPAQUE FINISH

- A. Quality Standard:
Comply with AWI Section 300.
- B. Grade:
Custom.
- C. Wood Species:
Any closed-grain hardwood.

1.5 PLASTIC-LAMINATE CABINETS

- A. Quality Standard:
Comply with AWI Section 400 requirements for laminate cabinets.
- B. Grade:
Custom.
- C. AWI Type of Cabinet Construction:
Reveal overlay.
- D. Reveal Dimension:
Standard.
- E. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:
 - 1. Horizontal Surfaces Other Than Tops: HGS.
 - 2. Vertical Surfaces: HGS.
 - 3. Edges: HGS.
- G. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Provide Architect's selections from laminate manufacturer's full range of colors and finishes in the following categories:
 - a. Solid colors.
 - b. Patterns.

1.6 PLASTIC-LAMINATE COUNTERTOPS

- A. Quality Standard:
Comply with AWI Section 400 requirements for high-pressure decorative laminate countertops.

- B. Grade:
Custom.
- C. High-Pressure, and Finishes:
HGS.
- D. Colors, Patterns, and Finishes:
Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Match Architect sample.
 - 2. Provide Architect's selections from manufacturer's full range of colors and finishes in the following categories:
 - a. Solid colors.
 - b. Patterns.
- E. Edge Treatment:
Same as laminate cladding on horizontal surfaces.
- F. Core Material:
Exterior-grade plywood.
- G. Core Material at Sinks:
Exterior-grade plywood.

1.7 INTERIOR FRAMES AND JAMBS FOR OPAQUE FINISH

- A. Quality Standard:
Comply with AWI Section 900.
- B. Grade:
Custom.
- C. Wood Species:
Any closed-grain hardwood.

1.8 SHOP FINISHING

- A. Quality Standard:
Comply with AWI Section 1500, unless otherwise indicated.
 - 1. Grade:
Provide finishes of same grades as items to be finished.

- B. General:
The entire finish of interior architectural woodwork is specified in this Section, regardless of whether shop applied or applied after installation. The extent to which the final finish is applied at fabrication shop is Contractor's option, except shop apply at least the prime coat before delivery.
- C. Preparations for Finishing:
Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.

PART 2 - EXECUTION

2.1 PREPARATION

- A. Condition woodwork to average prevailing humidity conditions in installation areas before installation.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

2.2 INSTALLATION

- A. Quality Standard:
Install woodwork to comply with AWI Section 1700 for the same grade specified in Part 2 of this Section for type of woodwork involved.
- B. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- C. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces and repair damages finish at cuts.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- E. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber

available) to greatest extent possible. Do not use pieces less than 36 inches long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base, if finished.
 2. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches.
- F. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
 2. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches o.c.
- G. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
1. Secure backsplashes [to tops with concealed metal brackets at 16 inches o.c.
 2. Calk space between backsplash and wall with sealant specified in Division 7 Section "Joint Sealants."
 3. Install Stairwork with treads and risers no more than 1/8 inch from indicated position and no more than 1/16 inch out of position for adjacent treads and risers. Install rails with no more than 1/8 inch in 96-inch variation from a straight line.
- H. Complete the finishing work specified in this Section to extent not completed at shop or before installation of woodwork. Fill nail holes with matching filler where exposed. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats were applied in shop.
- I. Refer to Division 9 Sections for final finishing of installed architectural woodwork.

2.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective wood work, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or sanded areas.

END OF SECTION

SECTION 13122

METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Bidding Requirements, Contractual Conditions, and General Requirements of Division One shall apply to all work hereunder.

1.2 WORK INCLUDED

- A. Three sided metal building 150' long and 35' wide.

NOTE: Butler MFG Company has been used as basis for specifications.
Other approved metal building manufacturing company's will be accepted.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Metal building systems shall be in compliance with applicable requirements of governing authorities having jurisdiction.

1.4 RELATED DOCUMENTS

Sheets A-1 through A-4 and S0.1 through S3.1

WALL SYSTEM

PART 1 - GENERAL

- 1.1 Exterior wall shall be covered with precision roll-formed Butlerib® II wall system panel as furnished by Butler Manufacturing Company and installed in accordance with the manufacturer's instructions.

PART 2 - PANEL DESCRIPTION

- 2.1 Panel shall be 36 in. wide with four major corrugations, 1-1/2" high 12" on center with two minor corrugations between each of the major

corrugations the entire length of the panel.

- 2.2 Panel shall be one piece from base to building eave.
- 2.3 The upper end of panel shall be fabricated with a mitered cut to match corrugations of Butlerib® II roof panel and square cut for all other roof panels.
- 2.4 The bottom end of the panel shall be straight cut.
- 2.5 Wall panel shall be factory prepunched at panel end and shall match prepunched holes in structural for proper alignment. (Optional)

PART 3 - PANEL DESIGN

- 3.1 Panel design shall be in accordance with AISI "Specifications for Design of Light-Gage, Cold-Formed Steel Structural Members," or CAN/CSA-S136 "Cold-Formed Steel Structural Members," - latest editions, and in accordance with sound engineering methods and practices.

PART 4 - PANEL MATERIAL AND FINISH

- 4.1 Either 26 or 24 gage galvanized, per ASTM specification A653, and painted with standard exterior colors of Butler-Cote® finish system, a full strength, 70% Kynar 500® or Hylar 5000® fluoropolymer coating. Manufacturer warrants that coating shall not blister, peel, crack, chip, or experience material rust through for 25 years. For a period of 25 years chalking shall not exceed #8 - ASTM D4214 and fading shall be 5DE Color Difference Units or less.

PART 5 - PANEL APPLICATION

- 5.1 Structural system shall be plumb before wall panel is attached.
- 5.2 Panel shall be aligned and attached in accordance with erection drawings furnished by Butler Manufacturing Company.
- 5.3 All sidelap shall be at least one full corrugation.
- 5.4 Panel shall be closed at base by one of the following:
 - 5.4.1 Metal closure
 - 5.4.2 Foam closure
 - 5.4.3 Metal and foam closure

- 5.4.4 Metal and rubber closure
- 5.4.5 Base trim
- 5.4.6 Base trim with foam closure
- 5.4.7 Base trim with rubber closure
- 5.5 Trim material should be as follows:
 - 5.5.1 All exterior trim shall be of the same finish as the exterior color of the Butlerib II wall system panel except the following:
 - All gutter, downspout, eave trim, door side flashing and header flashings shall be galvanized prepainted steel with Butler-Cote finish system fluoropolymer coating in wall panel color. These parts are also available in preprimed galvanized steel for field painting.
 - Door side flashing and door header flashing shall be in wall panel color.
 - Base trim shall be aluminum extrusion or galvanized prepainted steel with Butler-Cote system fluoropolymer coating.
- 5.6 Windows shall be thermally-broken aluminum extrusion prepainted a Lava color.
- 5.7 All interior trim shall be painted.
- 5.8 All flashing, trim, closure and similar items shall be as defined on drawings as supplied by the manufacturer of the panel.

PART 6 - FASTENERS

- 6.1 Butlerib II wall system panel-to-structural connections shall be made with Scrubolt™ fastener with Torx®* head, self-drilling screw with Torx head or Lock-Rivet™ fastener. Panel-to-panel connections shall be made with self-drilling screw with Torx head, or Lock-Rivet fastener.
- 6.2 Lock-Rivet fastener (optional) shall be set by a special Lock-Rivet fastener tool.
- 6.3 Fastener locations shall be as shown on erection drawings as furnished by Butler Manufacturing Company.

- 6.4 All exposed fasteners shall be either prepainted to match wall color or shall be covered with plastic color caps to match wall color.

PART 7 - ACCESSORIES

- 7.1 Accessories (i.e., doors, windows, louvers) shall be as standard with Butler Manufacturing Company unless otherwise noted, and furnished as specified.
- 7.2 Standard accessory locations shall be as shown on erection drawings as furnished by Butler Manufacturing Company. Hollow metal doors and window openings are field located (cut from full length panels). Overhead and slide doors include factory cut header panels.

GALVALUME PLUS® is a registered trademark of BIEC International, Inc.

ACRYLUME® is a registered trademark of United States Steel.

Kynar 500® is a registered trademark of ATOFINA.

Hylar 5000® is a registered trademark of Solvay S.A.

Torx® is a registered trademark of the Camcar Division of Textron, Inc.

END OF SECTION

PART III
BID PROPOSAL

PROJECT NAME: ROAD AND BRIDGE MAINTENANCE STORAGE

BUILDING

W.O. No. x08952.00

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 BIDDER's Bid Schedule attached. 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 /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.

\$ N/A _____.
(FOR COUNTY USE ONLY)

B. **Other Allowances**

\$ N/A _____.

5. **Alternates**

\$ 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 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)

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

_____ Construction of a three sided metal equipment shed with roof, 152 ft. long x 35 ft. wide x 15 ft.
tall, located at 30906 Warder Road, San Antonio, Florida.. _____

for Pasco County, designated as Bid No. _____ 08-063D _____; 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

BOND NO. _____

acceptable to Pasco County, and in such amounts as required by the Contract Documents; then 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 _____
(NOTARY SEAL)

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 mandates 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 ten days of Notice to Proceed or date of pre-construction meeting whichever is later detailing the approach the BIDDER anticipates taking towards this project for Pasco County.
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:

ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING

BID NO. 08-063D

2. The CONTRACTOR shall complete the Work to be performed on "ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING" under this Agreement within 120 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, N/A calendar days for "ROAD AND BRIDGE MAINTENANCE STORAGE BUILDING" 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 \$1,000.00 per diem 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 \$_____ which includes \$100.00 for Indemnification, \$_____ for Allowances, and \$_____ 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 thereto constitute the entire agreement between CONTRACTOR and COUNTY relating to the Work. There are no 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)

