

## AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Hartman Civil Construction Co, Inc.**, located at 9200 SW HWY 484, Ocala, FL 34481, possessing FEIN# 46-5262082 (hereinafter referred to as "CONTRACTOR") under seal for the Marion County Annual Sidewalk Repair, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on August 19, 2025 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County #25B-141 - Marion County Annual Sidewalk Repair, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.**

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

**Section 4 – Term.** The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, and shall continue through August 31, 2026, upon mutual agreement of both parties, two (2) one (1) year renewal options are available. (the "Term"). Liquidated Damages may be charged at the rate of \$250 per calendar day for any days beyond completion schedules. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

**Section 5 – Scope of Services.** CONTRACTOR shall complete the scope of services for the Marion County Annual Sidewalk Repair, per the Contract Documents, Exhibit A – Scope of Work, Exhibit B-Price Sheet hereto, and within the Term.

**Section 6 - Compensation.** COUNTY shall make payment to CONTRACTOR under COUNTY's established procedure and according to the Unit Pricing set forth in Price Sheet - Exhibit B, hereto. There shall be no provisions for pricing adjustments during the Term.

**Section 7 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 8 – Assignment.** CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 9 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 10 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 11 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 12 – Public Records Compliance**

**A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

- B. CONTRACTOR shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 13 – Indemnification.** CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 14 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 15 – Independent Contractor.** In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

**Section 16 – Default/Termination.** In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY’s or other public entity’s obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

**Section 17 – Damage to Property.** CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 18 – Governing Law, Law, Venue, Waiver of Jury Trial, and Attorney’s Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney’s fees. This section shall survive the termination of the Agreement.

**Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 20 – E-Verify, pursuant to Section 448.095, F.S.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that CONTRACTOR’s subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**Section 21 – Force Majeure.** Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing

or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.**

**A. Certification.**

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or

- c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 24 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 25 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 26 – CONTRACTOR Conduct:** These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

**Section 27 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 28 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be

deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Hartman Civil Construction Co, Inc.  
9200 SW HWY 484, Ocala, FL 34481  
CONTACT PERSON: Michael Hartman | 352-690-1525

COUNTY: Marion County Office of the County Engineer  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: [office@hartmancivil.com](mailto:office@hartmancivil.com) and [michael@hartmancivil.com](mailto:michael@hartmancivil.com). Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

[Signature Page Will Follow]

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

*Gregory C. Harrell* 9/3/2025  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB  
DIVISION OF THE STATE OF FLORIDA

*Kathy Bryant* 9/3/2025  
KATHY BRYANT DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BCC APPROVED: August 19, 2025  
25B-141 | Marion County Annual Sidewalk Repair

*For:* *Matthew G. Minter* 8/12/25  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

*Michael Hartman II*  
SIGNATURE  
Michael Hartman II  
PRINTED NAME

HARTMAN CIVIL CONSTRUCTION CO, INC.

9/5/2025  
BY: *[Signature]* DATE  
PRESIDENT  
PRINTED: MICHAEL A. HARTMAN

WITNESS:

*Dianne L Hunter*  
SIGNATURE  
Dianne L Hunter  
PRINTED NAME

**BID 25B-141**  
**Marion County Sidewalk Repair**  
**For Marion County Office of the County Engineer**

**EXHIBIT A-SCOPE OF WORK**

**DESCRIPTION**

The work consists of routine repairs in Marion County Right of Ways on Sidewalk. The work includes removal and disposal of existing damaged sidewalk, site prep and forming for concrete pour, removing and replacing ADA truncated dome detectable warning mats, and proper MOT during the task. Hand labor may be required to perform the specified work in certain areas or during certain times.

The CONTRACTOR shall furnish a bid price per unit cost and a list of the equipment and personnel to be utilized for the duration of the contract. CONTRACTOR is responsible for any and all equipment necessary to complete the work. The work shall be considered county-wide. Attempts shall be made by the County to group work in similar areas, but is not guaranteed. An overall map depicting most of the sidewalks within Marion County is provided.

The objectives of the said work are to provide safe use and access to the County's Right-of-Way(s), to provide unimpeded pedestrian walking surfaces in areas of existing sidewalk. The project will continue until all identified sidewalks are addressed or funding for the project is exhausted. Funding may be split into multiple years. The anticipated funds for the first budget year are \$400,000.00. Subsequent years to be determined.

**QUALITY OF WORK AND MATERIAL REQUIREMENTS**

All work and materials provided pursuant to this contract shall be in accordance with the Scope of Work, and where applicable, the Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, A Guide for Roadside Vegetation Management latest edition, and FDOT Standard Plans, latest edition.

**CONTRACT TERM**

This will be a one (1) year contract with up to two (2) possible one-year renewals available.

**CONTRACTOR'S RESPONSIBILITIES**

The CONTRACTOR shall furnish all labor, equipment, fuel, materials and incidentals to perform all operations necessary to complete this work in accordance with the Contract and any applicable drawings.

## **SIDEWALK REPAIR SPECIFICATIONS**

### **1. GENERAL REQUIREMENTS**

**1.1** CONTRACTOR'S bid shall include a list of all equipment and personnel that will be used on the project.

**1.2** The CONTRACTOR shall furnish the County, or authorized representative, with a list of all SUBCONTRACTORS performing work on this contract. Subcontractors may not perform 50% or more of the Work on the Contractor's behalf; Contractor shall self-perform a minimum of 51% of the work using own hired staff/equipment/forces.

**1.3** Prior to construction, contractor is to locate all utilities, cable lines, etc. It may be necessary to remove, modify, and/or relocate existing lines/systems to continue providing service to existing buildings and facilities. Coordination of any temporary service interruptions is to be the responsibility of the contractor.

### **2. DESCRIPTION OF SIDEWALK MAINTENANCE**

**2.1** The work generally consists of preparing the site to accept concrete, placing and finishing concrete, and returning the site to its original or better condition once work is completed. The typical concrete sidewalk is four inches (4") thick and five feet (5') wide. Concrete driveway aprons vary but are typically six inches (6") thick and reinforced with fiber, and wire mesh. Expansion joints are required at each and every cold joint and when a run of side walk exceeds 120' linear feet per FDOT Standard Plans for Road Construction, latest edition.

**2.2** The proposed bid pricing shall include MOT, mobilization, excavation and disposal of export waste, back filling and compaction, site prep, forming, pouring, stabilization of the site and clean up within the right-of-ways.

**2.3** The CONTRACTOR shall be responsible for utilizing Best Management Practices (BMPs) at each site. Example of BMPs are but not limited to: Silt Fence, Gutter Socks, Geo Hay Bales & Filter Fabric etc.

2.3 Work may also include installation of new back curb as well as warning mats. All repairs shall be ADA Compliant. Rehabilitation of existing infrastructure will be on an “as requested” basis by the County.

2.4 From time to time, property owner irrigation piping and sprinkler heads will be encountered during excavation and grading operations. This piping is to be cut and capped at right-of- way line or repaired and placed back in service prior to leaving the site. Neither the County, nor the County Engineer shall be held responsible for variations found to exist between the work requested and actual field conditions that develop through the period of construction.

2.5 Any discrepancies or disagreements concerning the quantity with in the work limits shall be mutually resolved prior to beginning work in any area.

2.6 If, in the CONTRACTOR ‘s opinion, an area cannot be repaired, they must contact the Project Manager prior to any attempt of work. If the County agrees, the County reserves the right to direct the CONTRACTOR to skip a location on a case by case basis and deduct payment as referenced in Section 15.1 If the County doesn’t agree, refer to Section 12.1.

2.7 The Contractor will maintain communication with the Project Manager both Email and phone for all updates.

### **3. FREQUENCY OF WORK**

3.2 This contract is year-round. Operating hours are seven (7) days a week.

3.2 Work will be grouped by tasks. A task will identify an area with a number of square yards needed for repair. Tasks will be grouped with localized work areas together. Bidding will be by the unit cost not the task. Tasks are to generate a number of locations within an area manageable for the contractor to handle multiple pours in a truck load.

3.3 The CONTRACTOR shall complete each task before starting the next one.

3.4 The CONTRACTOR shall not begin any work until authorized by the OCE in writing (NOTICE TO PROCEED or NTP). A purchase order can represent the NTP.

3.5 The CONTRACTOR shall notify the Project Manager when a task is completed.

### **4. EQUIPMENT**

4.1 The CONTRACTOR shall furnish a full list of all equipment and quantity to perform the work satisfactorily within the time specified herein.

4.2 Equipment used by the CONTRACTOR shall be maintained and cleaned, as it is representative of Marion County. Conditions of the site must be considered in the CONTRACTOR's selection of equipment. For example, if the equipment is too heavy and causes rutting, alternate equipment must be utilized. **Equipment which damages turf, curbs, pavement, structures, fences, and any other fixtures will not be allowed. All damage caused by the CONTRACTOR and their associated EQUIPMENT shall be the responsibility of the CONTRACTOR to repair at no cost to the COUNTY.**

4.3 Equipment required to satisfactorily complete the contract may require the use of trucks with trailers to haul off trash/debris; Skid steer; multiple head unit to break or remove concrete; and personnel to complete the job. A supervisor must be within 30 minutes or 15 miles of the work area at all times.

## 5. METHOD OF OPERATION

5.1 The CONTRACTOR shall notify the Project Manager or authorized representative via email of the daily progress each morning by 9 a.m. to provide the location where the work will be accomplished that day.

5.2 Tasks can be performed seven (7) days per week during daylight hours starting no earlier than 30 minutes after sunrise and finishing 30 minutes before sunset.

5.3 Night work may be permitted if it would result in less impact to the public or reduced safety issues at no extra cost to the County. Night work will need a two (2) week notification prior to approval.

5.4 Work on County-observed holidays will be on a case by case basis. The default schedule is not inclusive of County observed holidays.

5.5 A completed task shall be considered when all areas located within the task have been repaired, debris removed, ground restored and stabilized with sod and MOT removed. Each task shall be restored to the same if not better conditions than it was prior to the start of the work. Each task is to be completed in its entirety prior to beginning another task.

5.6 Work assigned under a Task is intended to allow the CONTRACTOR to minimize impacts to the public and group similar work areas. All sidewalk sections removed shall be replaced to completion within 14 calendar days. Temporary pedestrian surfaces do not equal replaced to completion.

5.7 If an area is saturated to the point where, in the opinion of the County, or authorized representative, equipment may not be used without damage to the Right-of-

Way, and curbs shall not be worked when such conditions exist. The CONTRACTOR will exercise good judgment and not wait for the County, or authorized representative, to say an area is too wet to manage. These areas shall be repaired at subsequent times as determined by the County, or authorized representative.

## **6. QUALITY**

**6.1** All sites shall be managed by proper MOT, during the process of the work from start to finish. The final work shall be in accordance with all FDOT and FLDC regulations and Specifications.

**6.2** All concrete work shall have a smooth flowing level in transition as to not create any tripping hazards meeting ADA standards. Areas determined to be unsatisfactory by the County, or authorized representative, shall be removed at no additional cost to the County. Areas requiring rework shall be completed within the tasks scheduled time.

**6.3** All sites will be clean and generate a place for citizens to travel safely out of the roadway.

**6.4** Any “completed” work that does not meet the standards and specifications will be considered a rework. At no additional cost to the County, the contractor will be responsible for the removal and replacement of the specific area. Re- Works not completed will not be paid for.

## **7. MAINTENANCE OF TRAFFIC**

**7.1** Standard general site work requirements are found in the FDOT Standard Specifications for Road and Bridge Construction, latest edition. Proper maintenance of traffic is required at all times while sidewalks and/or driveways are under construction. Maintenance of traffic must be performed per FDOT Standard Plans for Road Construction, latest edition. Efforts shall include minimizing the period of time that a sidewalk section is closed. Additionally, the Contractor shall place detour routes and or diversions within the existing right-of-way when possible. If a portion of sidewalk is closed for more than two (2) consecutive days, the Contractor shall backfill the closed portion with material suitable for ADA pedestrian travel. This additional material placement and the removal of it prior to the placement of concrete shall be included in the cost of the listed pay item.

**7.2** Traffic shall be maintained in accordance with the Florida Department of Transportation Roadway Traffic Design Standards, latest edition, Index 600 Series and applicable revisions.

- 7.3** Minimum traffic control standards shall conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- 7.4** No work shall be permitted during non-daylight hours.
- 7.5** All workers within the clear zone located in the Right-of-Way must wear 'High Visibility Clothing' the flagger's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2010 standard class 2 or superseding standard.
- 7.6** The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR's employees throughout the work area.
- 7.7** Maintenance of traffic compensation shall be included in the contract prices. No separate payment shall be made for maintenance of traffic, including a truck-mounted attenuator (TMA).
- 7.8** Contractor shall construct and maintain detours.
- 7.9** Contractor shall provide facilities for access to residences, businesses, etc., along the project.
- 7.10** Contractor shall furnish, install and maintain traffic control and safety devices during construction.
- 7.11** Contractor shall provide any other special requirements for the safe and expeditious movement of traffic specified in the Plans.
- 7.12** Contractor shall not obstruct or create a hazard to any traffic during the performance of the work.
- 7.13** Contractor shall be responsible for repairing any damage to existing pavement open to traffic. Maintenance of traffic shall include all facilities, devices and operations as required for safety and convenience of the public within the work zone.
- 7.14** Contractor shall not be required to maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads

## **8. SAFETY**

**8.1** All safety equipment and lighting required by State, OSHA, ADA, or other Federal regulations must be provided. All safety devices shall be properly installed and maintained in good working order at all times. In addition, as a minimum, all mobile equipment used on the COUNTY right-of-way shall be equipped with a slow-moving vehicle sign, amber flashing lights and white or amber strobe lights, and all safety devices installed by the manufacturer.

**8.2** Notwithstanding any review by Marion COUNTY personnel, the CONTRACTOR shall be responsible for compliance with all relevant Federal, State, or other safety codes and requirements and for exercising appropriate practices to safeguard the public and employees working on this project.

## **9. HAZARDOUS MATERIALS**

**9.1** The Contractor is responsible for notifying the Project Manager of any hazardous materials used on the work site and providing them with a copy of the Safety Data Sheets (SDS) as required by the Florida Right-to-Know Law, as applicable.

**9.2** Any spillage of hazardous chemicals and/or wastes must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations, laws or statutes.

**9.3** The CONTRACTOR shall not perform routine maintenance on equipment at any County location. Emergency maintenance must implement best management practices to prevent contamination of any County ROW or property with spillage of hazardous chemicals and/or wastes. The CONTRACTOR must notify the Project Manager if any emergency situation occurs within 30 minutes of the event.

## **10. CLEAN UP THROUGHOUT THE PROJECT**

**10.1** The CONTRACTOR shall exercise the necessary care to prevent any source of litter by the Contractor's operations and employees.

**10.2** Periodic cleanup to prevent hazards, avoid interference with operations at the site, and to leave the site in a reasonable neat condition.

**10.3** Work site will be completely cleaned after each day of work.

**10.4** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. All areas of work shall be swept thoroughly and all marks, stains, rust, dirt,

paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the Owner.

**10.5** Contractor shall dispose of debris in a legal manner.

**10.6** No accumulation or piling of debris and concrete in un – authorized containers will be allowed. Contractor shall be required to provide approved containers for collection and disposal of waste materials, debris, and rubbish.

**10.7** Contractor shall be required to sweep all roadways affected by the construction and where adjacent to work, daily.

**10.8** Contractor shall be required to keep ditches, channels, drains, catch basins and other areas within the construction limits, whether on public or private property, in a clean and neat condition. Should, as a result of Contractor operations, construction material or debris wash, flow, fall, or become otherwise discarded into ditches, gutters, drains, catch basins, or elsewhere within the construction limits, such material or debris shall be entirely removed and satisfactorily disposed of on a daily basis during progress of the work.

**10.9** Contractor shall be responsible for the acceptable restoration of all public and private property that has been disturbed by Contractor during execution of the Contract. This shall include picking up and removal of all excess fills, sub-grade, limerock, asphalt, and surface material which might be displaced off the roadway during construction. Contractor shall provide a site for dumping of excess material.

**10.10** The use of private property as a construction storage or dumpsite is expressly prohibited without written authorization from the property owner. Contractor shall be responsible for providing the Project Manager with a copy of the written authorization form prior to use of private property.

## **11. REMOVAL OF LITTER AND VEGETATIVE MATERIAL**

**11.1** The CONTRACTOR shall be responsible for the removal and proper disposal of all concrete washouts from each Task. No spoils shall be left or buried in the Right of Way or disposed on adjacent properties.

**11.2** The CONTRACTOR shall be responsible to inspect and remove ALL trash and rubble from the site upon completion of work.

**11.3** The CONTRACTOR shall remove and properly dispose of any roots or vegetation that could impact the repair of the side walk at CONTRACTOR's expense.

**11.4** If CONTRACTOR encounters or finds large items (such as appliances, furniture, etc.), the CONTRACTOR shall notify the Project Manager immediately but is not responsible for removal of these types of items.

**11.5** Dead trees or other large piles of vegetative debris that cannot be easily picked up should be noted and the CONTRACTOR shall notify the Project Manager of the location but is not responsible for the removal of these items.

## **12. DAMAGE**

**12.1** Damage to County property, The CONTRACTOR shall be responsible for repair or restitution of damage caused as a result of the CONTRACTOR'S, or their SUBCONTRACTOR'S, operations and equipment. This includes damage to flumes, ditch blocks, skimmers, pipes, drains, landscaping items, fences, structures, turf (including rutting and scalping), curbs, pavement, and any other fixtures. Damages shall be either repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by the County's representative, prior to any payment for that task. Payment equivalent to amount of the repair or restitution may be withheld until repair or restitution has been made to the satisfaction of the County.

**12.2** Damage to private property, The CONTRACTOR shall be responsible to coordinate with the citizen for repair or restitution of damage caused as a result of the CONTRACTOR'S, or their SUBCONTRACTOR'S, operations and equipment. Marion County is not responsible for coordination between the citizen and the contractor. Any damages not resolved mutually between the citizen and contractor could result in delay of payment. All expenses for the repairs shall be covered by the CONTRACTOR.

## **13. CONTRACTOR PERFORMANCE**

**13.1** Weather days, Contractor shall submit an email request to the Project Manager for additional days for which work is suspended or delayed due to weather. Weather days shall be reconciled with each pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days

**13.2** Liquidated damages will be \$250 a day, for every day past the task completion date. Weather days (if granted) can extend the task completion date, adding more days to the task. Once all-weather days have been exhausted Liquidated Damages will start.

**13.3** CONTRACTOR must perform work in such a manner that timely inspections by the County can be reasonably completed.

**14. METHOD OF MEASUREMENT**

**14.1** Square yards: All work will be measured in Square yards. The Contractor can convert the Square yards into Cubic Yards adding the depth of either four inches (4”) = one-third (1/3) of a foot or six inches (6”) = one-half (1/2) of a foot.

Square Yard to Cubic Yard Conversion Key						
	Width ft	Length ft	Depth Inches	Square Yards	Cubic Feet	Cubic Yards
4" depth	1	1	0.33	0.11	0.33	0.01
Four Inch Depth	3	5	0.33	1.67	4.95	0.18
	4	5	0.33	2.22	6.6	0.24
	5	5	0.33	2.78	8.25	0.31
6" depth	1	1	0.5	0.11	0.5	0.02
Six Inch Depth	3	5	0.5	1.67	7.5	0.28
	4	5	0.5	2.22	10	0.37
	5	5	0.5	2.78	12.5	0.46

**14.2** Task: A task will identify an area with a number of square yards needed for repair. Tasks will be grouped with localized work areas together. Bidding will be by the unit cost not the task. Tasks are to generate a number of locations within an area manageable for the contractor to handle multiple pours in a truck load.

**14.3** Quantities will increase as the County continues to evaluate their sidewalks. At the time of this bid there is an estimated 4,000 Square yards of Sidewalk that requires repair.

**15. BASIS OF PAYMENT**

**15.1** The CONTRACTOR can request to be paid by the completion of each task order. Partial payments will not be processed.

**15.2** YEARLY RENEWAL INCREASE ON CONCRETE

Upon agreement between both the COUNTY and the VENDOR a percentage increase to the unit cost of square yards for the concrete line item for up to no more than four percent (4%) at each renewal year. This will only pertain strictly to the line item if square yards at four inches and square yards at six inches.

## SECTION 1 GENERAL CONDITIONS OF THE AGREEMENT

### 1.1. DEFINITIONS:

- 1.1.1. ADDENDA: Modify the CONTRACT DOCUMENTS prior to execution of the AGREEMENT.
- 1.1.2. AGREEMENT: Sets forth the conditions of the contractual relationship between the CONTRACTOR and the COUNTY. All CONTRACT DOCUMENTS are a part of the AGREEMENT just as if incorporated therein.
- 1.1.3. APPLICATION FOR PAYMENT: The request made for a PROGRESS PAYMENT to the ENGINEER by the CONTRACTOR. APPLICATION FOR PAYMENT may be made no more often than monthly and the amount of the requested payment shall be for one or more full months and only for each work location that has been completed, inspected, and accepted by the COUNTY. The amount requested shall be shown as the remainder resulting from a showing of the total estimated value of work completed to the date of the Applications less previous PROGRESS PAYMENTS, RETAINAGE and any LIQUIDATED DAMAGES as specified in the CONTRACT DOCUMENTS. CONTRACTOR shall use PAY REQUEST FORM as provided in these CONTRACT DOCUMENTS when making application for payments.
- 1.1.4. AS-BUILT SURVEY AND AS-BUILT DRAWINGS shall be a survey performed to obtain horizontal and vertical dimensional data so that the WORK may be located and delineated on a survey drawing for the purpose of depicting the results of said survey. AS-BUILT SURVEY AND AS-BUILT DRAWINGS shall be submitted and approved prior to final payment being approved.
- 1.1.5. CHANGE ORDERS: Extend the CONTRACT TIME or increase/decrease the CONTRACT SUM or modify the work to be performed after the execution of the AGREEMENT. The PROJECT NUMBER applicable to all of the WORK contemplated by these CONTRACT DOCUMENTS is given in the Notice to Bidders. CHANGE ORDERS, if any, will bear the Project Number and shall be sequentially numbered.
- 1.1.6. CONTRACT DOCUMENTS include Instructions to Bidders; Completed Bid Form; Special Provisions; AGREEMENT; General Conditions, Specific Conditions; DRAWINGS; SPECIFICATIONS; ADDENDA; CHANGE ORDERS; FIELD ORDERS and/or INTERPRETATIONS which may be issued. All CONTRACT DOCUMENTS are identified by a Project Title, Project Number and a Date.
- 1.1.7. CONTRACT SUM: Stated in the AGREEMENT and is the total amount payable by the COUNTY to the CONTRACTOR for the complete performance of the WORK contemplated by the CONTRACT DOCUMENTS.
- 1.1.8. CONTRACT TIME: Time established in the AGREEMENT by which the CONTRACTOR must complete all WORK contemplated by the CONTRACT DOCUMENTS.
- 1.1.9. CONTRACTOR: The individual, individuals, or business entity executing the AGREEMENT and thus assuming the obligation of construction of the WORK.
- 1.1.10. CONSTRUCTION LAYOUT SURVEY shall mean the measurements made prior to or while construction is in progress, to control elevation, horizontal position and dimensions and configuration of the WORK. The LAND SURVEYOR shall provide construction staking for use by the CONTRACTOR. These stakes must be based on controls established using the Minimum Technical Standards as defined in Section 21HH-6, Florida Administrative Code. The stakes provided shall be adequate in number, position, and elevation so the WORK can be constructed from the DRAWINGS as designed and comply with the requirements of the SPECIFICATIONS.

- 1.1.11. COUNTY: The Board of County Commissioners of Marion County, a political subdivision of the State of Florida.
- 1.1.12. DRAWINGS: Listed by sheet number and title in the SPECIAL CONDITIONS of the AGREEMENT, show the location, scope and details of the WORK, which is the subject of the AGREEMENT. The DRAWINGS which are a part of these CONTRACT DOCUMENTS are included in Exhibits A and B as applicable.
- 1.1.13. ENGINEER: The County Engineer of Marion County, Florida, or the person or persons he may designate as his authorized agent.
- 1.1.14. EXTENSION OF TIME: Written authorization from the COUNTY which serves to extend the CONTRACT TIME.
- 1.1.15. FIELD ORDERS: Instruct the CONTRACTOR of those minor changes to the CONTRACT DOCUMENTS which are not considered as being a subject of renegotiation and AGREEMENT.
- 1.1.16. FINAL INSPECTION: That inspection made by the ENGINEER after notification by the CONTRACTOR that all WORK has been completed.
- 1.1.17. FINAL PAYMENT: The payment to the CONTRACTOR of the CONTRACT SUM after the FINAL INSPECTION is completed and all WORK has been completed.
- 1.1.18. INTERPRETATIONS of the CONTRACT DOCUMENTS by the ENGINEER serve to clarify and explain the intent of the CONTRACT DOCUMENTS to the CONTRACTOR.
- 1.1.19. LAND SURVEYOR: Includes the term Professional Land Surveyor and means a person who is registered to engage in the practice of land surveying under Chapter 472, Florida Statutes.
- 1.1.20. MONUMENTS: shall mean a man-made or natural object that is permanent or semi-permanent and used or presumed to occupy any real property corner, point on a boundary line or reference point.

All monuments set or replaced shall conform to the provisions of 21HH-6 (F.A.C.) and conform to the additional specifications as indicated below:

- 1) Rods or pipes shall have a minimum cross-sectional area of 0.3 sq. in. (5/8" rebar or 1/2" ID pipe) with a minimum length of 18".
- 2) Concrete monuments shall have a minimum cross-section of 16 sq. in. (4" square or 4.5" diameter "round").
- 3) Be detectable with a conventional magnetic detector as commonly used in field survey at a minimum distance of 6".

- 1.1.21. NOTICE OF AWARD: Written notification to the successful Bidder advising him to execute the AGREEMENT within the time allotted.
- 1.1.22. NOTICE TO PROCEED is the written notification to the CONTRACTOR to proceed with the WORK. The time allowed for completion is determined from this date.
- 1.1.23. PROFESSIONAL SUBCONTRACTOR: An individual or individuals or a business entity by separate AGREEMENT with the CONTRACTOR to provide professional services to assist in the construction of the work. These PROFESSIONAL SUBCONTRACTORS may include but not be limited to the following: Land Surveyor, Professional Engineer, Landscape Architect, or Architect.

- 1.1.24. PROGRESS PAYMENT: The payment of an approved APPLICATION FOR PAYMENT other than the FINAL PAYMENT.
- 1.1.25. PROJECT: The total construction contemplated of which the work contemplated by the CONTRACT DOCUMENTS may be the whole or a part.
- 1.1.26. PROJECT LIMITS: The area shown on the DRAWINGS or described elsewhere in the CONTRACT DOCUMENTS in which all activities under this AGREEMENT are confined.
- 1.1.27. RETAINAGE: That percentage of PROGRESS PAYMENTS specified in the CONTRACT DOCUMENTS which shall be withheld until the FINAL PAYMENT.
- 1.1.28. SPECIAL PROVISIONS: Supplement the General Conditions by including specific requirements and information. When conflict occurs between the SPECIAL PROVISIONS of the AGREEMENT and the General Conditions of the AGREEMENT, the SPECIAL PROVISIONS of the AGREEMENT shall govern.
- 1.1.29. SPECIFICATIONS: The SPECIFICATIONS are the requirements for selection of and payment for materials, furnishings and equipment together with construction and quality control requirements. Special provisions for the job are given that supplement the SPECIFICATIONS by including specific requirements and information. When conflict occurs between the Special Provisions and the SPECIFICATIONS, the Special Provisions shall govern.
- 1.1.30. SUBCONTRACTOR: An individual, or individuals or a business entity who, by separate AGREEMENT with the CONTRACTOR, is to construct part of the WORK.
- 1.1.31. SUBSTANTIAL COMPLETION: "Substantial Completion" shall refer to the completion of all work identified for locations in Exhibit A.
- 1.1.32. TRADE, BRAND AND MANUFACTURED NAMES: Proprietary names for materials, equipment or furnishings as may appear in the CONTRACT DOCUMENTS are used to establish a basis of quality and performance and not to imply the exclusion of other materials, equipment or furnishings for which the CONTRACTOR may request and receive approval if found by the ENGINEER to be equal in all respects to the specified materials, equipment or furnishings. It shall be concluded that the CONTRACTOR's bid was based on materials, equipment and furnishings as specified and he is prepared to comply therewith.
- 1.1.33. The WORK includes the total construction contemplated by the CONTRACT DOCUMENTS and all labor, materials, furnishings and equipment that may be necessary to complete the construction.
- 1.2. **AUTHORITY:** The COUNTY, ENGINEER, and CONTRACTOR have all privileges and obligations granted to each under the provisions of the CONTRACT DOCUMENTS. The ENGINEER and CONTRACTOR may act through their respective authorized agents after each has advised the other and the COUNTY of the appointment of their agents.
- 1.3. **EXECUTIVE AND REPRESENTATION, INTENT, AND INTERPRETATIONS:**
  - 1.3.1. EXECUTION OF THE AGREEMENT shall be in not less than duplicate. By EXECUTION OF THE AGREEMENT, the CONTRACTOR represents that he has inspected the construction site, familiarized himself with the local conditions under which the WORK is to be performed and understands the provisions of the CONTRACT DOCUMENTS.

- 1.3.2. INTENT of the CONTRACT DOCUMENTS is to include all things for the complete and satisfactory completion of the WORK. The CONTRACT DOCUMENTS are complimentary, and what is required by any one is as binding as if required by all. WORK not included in the CONTRACT DOCUMENTS is not an obligation of the CONTRACTOR unless it can be reasonably inferable from the CONTRACT DOCUMENTS that such WORK is necessary in order to achieve the intended results.
- 1.3.3. INTERPRETATION: Words which have a well-known technical or trade meaning are used throughout the CONTRACT DOCUMENTS in accordance with such recognized meaning. Written INTERPRETATIONS of the CONTRACT DOCUMENTS, in the form of DRAWINGS or letters, will be issued by the ENGINEER upon request of the CONTRACTOR. The CONTRACTOR shall not proceed with the WORK when he has doubts as to the correct INTERPRETATION.
- 1.4. **ORGANIZATION of the CONTRACT DOCUMENTS:** into divisions, sections, or other arrangement is not intended to represent a division of the WORK among various crafts, trades or suppliers of materials. The specification of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this AGREEMENT shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this AGREEMENT.
- 1.5. **THE ENGINEER:**
- 1.5.1. Access to the WORK shall be provided to the ENGINEER by the CONTRACTOR at all times whenever construction is in preparation or progress. The CONTRACTOR shall provide the ENGINEER with reasonable assistance and facilities for such access so that the ENGINEER may perform his duties as provided herein.
- 1.5.2. Inspections of the WORK in preparation and progress shall be made by the ENGINEER as necessary to satisfy himself as to the quality of the WORK and to determine if the WORK is proceeding in accordance with the provisions of the CONTRACT DOCUMENTS. The CONTRACTOR shall coordinate the schedule with the Project Manager to permit quality control testing as needed. If any of the WORK is covered prior to inspection and acceptance of the ENGINEER, it shall, if required by the COUNTY or the ENGINEER, be uncovered for the ENGINEER'S inspection and shall be properly replaced at the CONTRACTOR'S expense without change in the CONTRACT TIME. Areas determined not meeting specification shall be re-worked at no additional cost to the COUNTY. Areas requiring re-work will not relieve the CONTRACTOR from time frames set forth by the contract.
- 1.5.3. Approval of APPLICATIONS FOR PAYMENT submitted by the CONTRACTOR shall be a function of the ENGINEER.
- 1.5.4. Claims and Disputes and other matters in question between the CONTRACTOR and the COUNTY relating to the provisions of the CONTRACT DOCUMENTS shall be referred initially to the ENGINEER who shall make a recommendation to the COUNTY.
- 1.5.5. Non-Conforming Work: The ENGINEER shall have the authority to reject WORK which does not conform to the CONTRACT DOCUMENTS.
- 1.5.6. Shop Drawings and Samples, as submitted by the CONTRACTOR in accordance with the provisions of the CONTRACT DOCUMENTS, shall be reviewed by the ENGINEER. Approval of shop drawings and samples denotes apparent compliance with the intent and purpose of the CONTRACT DOCUMENTS but such acceptance does not relieve the CONTRACTOR of the responsibility for quantity and dimensional

compliance, operational performance, omissions or conformance with the CONTRACT DOCUMENTS or official modifications thereto by CHANGE ORDER, FIELD ORDER or INTERPRETATION.

- 1.5.7. Field Orders: The ENGINEER shall have authority to order minor changes in the WORK not involving an increase in the total CONTRACT SUM or an extension of the CONTRACT TIME and not inconsistent with the intent of the CONTRACT DOCUMENTS. Such changes may be effected by FIELD ORDER. Such changes shall be binding on the COUNTY and the CONTRACTOR.

**1.6. LAND SURVEYING SERVICES:**

- 1.6.1. Land Surveying Services, including references for horizontal and vertical control, building layout dimensions, and other field surveys from which the work is controlled vertically and horizontally, shall be furnished in the CONTRACT DOCUMENTS by the COUNTY to the extent that is required to lay out the WORK. Layout of the job and construction surveys shall remain the responsibility of the CONTRACTOR.
  - 1.6.1.1. Unless provided in the plans or under separate contract, the CONTRACTOR shall pay the cost of centerline control, which shall be established and referenced PRIOR TO CONSTRUCTION, by a Professional LAND SURVEYOR licensed in the State of Florida.
  - 1.6.1.2. The CONTRACTOR shall be responsible for the protection, referencing and/or resetting of any section corner monuments and property corners affected by the construction operations whether by design or accident. Any monument or property corner which is disturbed by the CONTRACTOR shall be replaced by a Professional LAND SURVEYOR, licensed in the State of Florida, at the CONTRACTOR's expense.
  - 1.6.1.3. Construction layout (line and grade) or any other land surveying services as may be required by the CONTRACTOR shall be provided by the CONTRACTOR. Said land surveying services shall be performed by a Registered LAND SURVEYOR pursuant to Chapter 472, Florida Statutes and said construction layout or other land surveying services shall be in accordance with Chapter 21HH-6 Florida Administrative Code, Minimum Technical Standards, set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes and any additional requirements of the CONTRACT DOCUMENTS and SPECIFICATIONS.

**1.7. THE CONTRACTOR:**

- 1.7.1. The Contract Documents shall be carefully studied and compared by the CONTRACTOR so that he will be entirely familiar with the requirements.
- 1.7.2. Control of the Work, including the selection and coordination of all construction means, methods, techniques, sequences or procedures, shall be the responsibility of the CONTRACTOR.
- 1.7.3. LABOR, MATERIALS, FURNISHINGS AND EQUIPMENT: Unless otherwise specifically provided in the CONTRACT DOCUMENTS, the CONTRACTOR shall, at his own effort and expense, provide for all required labor, materials, furnishings, equipment, tools, construction equipment and machinery, utilities, transportation and other services and facilities necessary for the proper execution and completion of the WORK. All materials, furnishings and equipment provided shall be new unless otherwise specified in the CONTRACT DOCUMENTS. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence as to kind and quality of materials, furnishings and equipment used or to be used in the WORK.

- 1.7.3.1. The COUNTY reserves the right to provide materials for incorporation into the PROJECT without any obligation to adjust CONTRACT SUM at other than the contract unit price bid by the CONTRACTOR.
- 1.7.4. Discipline and Good Order within the PROJECT LIMITS shall at all times be enforced by the CONTRACTOR. He shall not employ on the WORK site any unfit person or persons not skilled in the task assigned to him. The acts and omissions of all employees of the CONTRACTOR and his SUBCONTRACTORS, and their agents and employees, and all other persons performing any of the WORK, shall be the responsibility of the CONTRACTOR.
- 1.7.5. WARRANTY: The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon release of final retainage by the Owner and shall be for a period of one (1) year.
- 1.7.6. TAXES AND PERMITS: The CONTRACTOR shall pay all taxes and fees charged by the governmental agency having jurisdiction unless he is specifically relieved of such payment by the CONTRACT DOCUMENTS. The CONTRACTOR shall obtain and pay for all permits and licenses required by any governmental agency having jurisdiction unless specified otherwise in the CONTRACT DOCUMENTS. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, codes, regulations and orders of any governmental agency having jurisdiction. The CONTRACTOR shall immediately report to the ENGINEER any variances between the CONTRACT DOCUMENTS and the laws, ordinances, rules, codes, regulations and orders of any governmental agency having jurisdiction before proceeding with the affected WORK.
- 1.7.7. SUPERVISION: The CONTRACTOR shall employ a competent superintendent and, when necessary, an assistant superintendent, one of which shall at all times be within the PROJECT LIMITS while construction or inspection is in process. The selection of the superintendent shall be subject to approval of the ENGINEER. The superintendent shall represent the CONTRACTOR insofar as authority. Communication between the superintendent and the ENGINEER shall be as binding as if made between the CONTRACTOR and the ENGINEER.
- 1.7.7.1. CONTRACTOR shall supply day and night phone numbers of superintendent assigned to the PROJECT. The superintendent is required to be a supervisory position whose main job function is to oversee timely completion of the WORK. Any other function of the superintendent is to be considered an ancillary function and timely progress of the job should not depend on his performance of the ancillary functions. So long as the individual(s) named remain actively employed or retained by the CONTRACTOR, they shall perform as stated unless the ENGINEER agrees to the contrary in writing.
- 1.7.8. REPORTING: The CONTRACTOR will supply documentation of work performed in the format specified by the COUNTY. The record will be submitted to the Project Manager for verification at the end of each work day or as requested.
- 1.7.9. PROSECUTION OF THE WORK: ALL necessary documents shall be submitted within seven (7) calendar days of the date of NOTICE OF AWARD of Bid. The CONTRACTOR shall begin WORK within fourteen (14) calendar days of the date of the NOTICE TO PROCEED. ALL WORK contemplated by the CONTRACT DOCUMENTS shall be completed within the number of calendar days from the date of NOTICE TO PROCEED as stated in the Bid Proposal. See Section 1.7.10. for additional requirements.

- 1.7.10. PROGRESS SCHEDULE: The CONTRACTOR, within seven (7) days after receipt of the NOTICE OF AWARD and prior to execution of the AGREEMENT, shall prepare and submit for the approval of the ENGINEER an estimated progress schedule for the WORK. The progress schedule shall indicate the starting and completion dates for the various stages of the WORK. Conventional methods shall be used to depict anticipated schedule, define critical activities and identify milestones necessary for timely completion of the PROJECT. The progress schedule shall be revised by the CONTRACTOR when requested or authorized to do so by the ENGINEER. Failure by the CONTRACTOR to strictly comply with the approved Progress Schedule shall constitute a material breach of this CONTRACT. Beginning of WORK shall not commence until a pre-construction conference has been held. Contact the Engineering Division for appointment. All time limits stated in the CONTRACT DOCUMENTS are of the essence of the AGREEMENT. The CONTRACTOR shall begin the WORK upon receipt of the NOTICE TO PROCEED and he shall thereafter expeditiously and continuously proceed with the WORK using adequate forces and facilities. The CONTRACTOR shall complete the WORK within the CONTRACT TIME.
- 1.7.11. Drawings and other CONTRACT DOCUMENTS necessary for the construction of the WORK shall at all times be within the PROJECT LIMITS and be available to the ENGINEER.
- 1.7.12. FIELD WORK DRAWINGS: One (1) set of drawings, plans, exhibits, and specifications shall be kept by the superintendent upon which changes to the WORK permitted by CHANGE ORDER, FIELD ORDER or INTERPRETATION shall be carefully and neatly marked. Upon final acceptance of the WORK, the modified drawings, plans, exhibits, and specifications shall be signed and dated by the superintendent and given to the ENGINEER.
- 1.7.13. Shop Drawings and Samples shall be reviewed by the CONTRACTOR and promptly submitted in duplicate to the ENGINEER for approval.
- 1.7.14. COORDINATION WITH UTILITIES: The CONTRACTOR is responsible for notifying Sunshine State One Call of Florida prior to any type of excavation work unless exemption is listed in Florida Statutes, ss.556.108. The CONTRACTOR is also responsible for contacting owners of any overhead utilities that could represent a conflict or unsafe condition. In addition, the CONTRACTOR is responsible for coordinating the relocation of utilities that may be required to resolve a conflict. Finally, the CONTRACTOR shall pay the service charges and installation costs for all temporary facilities used for the WORK.
- 1.7.15. COORDINATION WITH PROPERTY OWNERS: CONTRACTOR will contact adjacent property owners and coordinate work with them if work affects their access, requires removal of owner's property from the right-of-way, or otherwise affects the adjacent property.
- 1.7.16. QUALITY CONTROL: Testing as required by the CONTRACT DOCUMENTS will be contracted for by the COUNTY using a soil consultant designated by the COUNTY. However, it shall be the sole responsibility of the CONTRACTOR to coordinate all quality control testing with the COUNTY and the testing consultant. The CONTRACTOR shall provide a minimum of twenty four (24) hours advance notification to the COUNTY when a test is required
- Any retesting due to failed tests on any materials shall be charged to CONTRACTOR for the actual cost of the re-test as billed by the consultant doing the testing. Copies of field reports will be supplied to the CONTRACTOR upon request as soon as the reports are available from the testing company.
- 1.7.17. MAINTENANCE OF TRAFFIC PLAN: Maintenance of traffic (MOT) shall be the responsibility of the CONTRACTOR. Roadway shall be kept accessible for local traffic and for emergency vehicles at all times

and shall be left in a safe condition during non-working hours. All maintenance of traffic facilities, detours and devices shall be kept in good repair by the CONTRACTOR.

Maintenance of Traffic Plan: The CONTRACTOR shall submit a Maintenance of Traffic (MOT) plan for each work location for approval by the COUNTY no less than ten (10) working days prior to use.

Minimum traffic control standards shall conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). For work requiring MOT, the CONTRACTOR shall have at least one person on site responsible for MOT. This person must possess a FDOT MAINTENANCE of TRAFFIC Intermediate Level training certificate and have such certificate available for inspection on job site.

Flagging control; 'High Visibility Clothing' The flagger's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2004 or 107-2010 class 2 for daytime activities and class 3 for nighttime activities or superseding standard.

All workers within the clear zone located in the Right-of-Way must wear 'High Visibility Clothing'. The worker's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2004 or 107-2010 class 2 or superseding standard.

Flag personnel shall be equipped with 2 way radios when visual contact between flaggers is not possible.

Any equipment left on the right-of-way overnight shall be parked outside the clear zone as near to the right-of-way line as possible, except in medians where no equipment will be permitted to be parked overnight.

All service and supply operations shall be conducted between the travel way and the right-of-way line and be outside the clear zone. No supply vehicles shall enter the median for any purpose. No service vehicle shall enter the median except when necessary to repair or remove inoperable equipment.

The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control and devices for the protection of the public and CONTRACTOR's employees throughout the work area.

- 1.7.18. SAFETY: All safety equipment and lighting required by State, OSHA, ADA, or other Federal regulations must be provided. All safety devices shall be properly installed and maintained in good working order at all times. In addition, as a minimum, all mobile equipment used on the COUNTY right-of-way shall be equipped with a slow moving vehicle sign, amber flashing lights or white strobe lights, and all safety devices installed by the manufacturer.

Notwithstanding any review by Marion COUNTY personnel, the CONTRACTOR shall be responsible for compliance with all relevant federal, state, or other safety codes and requirements and for exercising appropriate practices to safeguard the public and employees working on this project.

EQUIPMENT. All equipment may be inspected by the Project Manager at any time, the Project Manager determines that the equipment is deficient, poses a threat to public safety or the environment, or degrades the quality of product, the CONTRACTOR shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected. Inspection and approval of the CONTRACTOR's equipment by the Project Manager will not relieve the CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the

operation of the CONTRACTOR's equipment, nor will it relieve the CONTRACTOR of the responsibility to meet the established time schedules previously agreed upon.

In the event the CONTRACTOR's choice of equipment does not produce a satisfactory final product, as determined by the Project Manager, then the COUNTY may require the CONTRACTOR to utilize an alternative piece of equipment to achieve contract specification compliance. No extra costs will be incurred by the COUNTY for the substitution of equipment found to be unacceptable for the work being performed.

CONTRACTOR shall use drip pans when equipment is parked or stored in COUNTY right-of-ways and drainage retention areas.

- 1.7.20. USE OF SITE: The CONTRACTOR shall confine his storage and operations to the PROJECT LIMITS unless specific instructions for storage and operations are specified in the CONTRACT DOCUMENTS. Materials, tools, and construction equipment shall be stored in a neat and reasonable manner as not to unduly hamper progress and safety. Waste materials and debris shall not be allowed to accumulate and shall be disposed of on a regular basis by the CONTRACTOR at his expense. Upon completion of the WORK and prior to the FINAL INSPECTION and final acceptance, all surplus materials, tools, construction equipment, rubbish and debris shall be removed from the PROJECT LIMITS. The WORK shall be entirely cleaned and ready for service, and all installed equipment shall be tested and operational.
- 1.7.21. SCHEDULING OF SUCCESSIVE OPERATIONS: At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the work. The schedule shall be within the contract time allotted for this project and shall include tentative dates of performance. CONTRACTOR shall not be allowed to work in more than one work location at a time unless CONTRACTOR demonstrates that he has a second crew with equipment or CONTRACTOR has reached substantial completion and has been authorized by COUNTY Project Manager to move to the next scheduled work location.
- 1.7.22. HOURS OF OPERATION AND OVERTIME: For overtime purposes, the COUNTY's working schedule is from 8:00 A.M. to 5:00 P.M., Monday thru Friday, eight (8) hours per day/forty (40) hours per week except on holidays. Overtime for the COUNTY inspector will be back charged to the CONTRACTOR. The rate of charge shall be at 1.5 times the hourly rate of the inspector assigned.
- 1.7.23. WORK DAY: All operations shall begin no earlier than one half hour before sunrise and be discontinued one half hour after sunset. Approved signing shall be maintained throughout the work day.
- 1.7.24. EMERGENCY CONTACT: In an emergency situation CONTRACTOR shall respond no more than two (2) hours after notification. Failure to comply will result in back charges to be paid directly by the CONTRACTOR for all COUNTY costs that are incurred.
- 1.7.25. LIMITATION OF EXPOSURE OF ERODIBLE EARTH: The Project Manager may limit the surface areas of unprotected, erodible earth exposed by the construction operation and may direct the CONTRACTOR to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. CONTRACTOR shall limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures current in accordance with the accepted schedule.
- 1.7.26. STORMWATER: For any work that affects the stormwater drainage pattern, may cause erosion or sedimentation, or may cause water pollution the CONTRACTOR shall:

Unless otherwise directed, ensure that the existing stormwater drainage patterns are maintained.

Ensure that erosion and sediment controls are properly installed and maintained throughout the construction process. All best management practices (BMPs) used for erosion and sediment control must be regularly inspected and maintained in a manner consistent with Federal, State and COUNTY requirements. The CONTRACTOR shall also ensure that all additional measures to dispose of, control, or prevent the discharge of solid, hazardous, and sanitary wastes to surface waters of the State will be employed in a manner consistent with Federal, State and COUNTY requirements.

- 1.7.27. PROTECTION OF LAND AND WATER RESOURCES: The CONTRACTOR shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, bitumen, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. The CONTRACTOR shall comply with all applicable federal, state, and COUNTY laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, the CONTRACTOR shall immediately notify the COUNTY and appropriate regulatory authorities and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and properly disposed of and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by the CONTRACTOR. The CONTRACTOR shall demonstrate proper disposal of contaminated material.
- 1.7.28. SUBCONTRACTORS: Within seven (7) days after receipt of the NOTICE OF AWARD and prior to execution of the AGREEMENT, the successful bidder shall furnish to the ENGINEER a written list of all superintendents, SUBCONTRACTORS, the LAND SURVEYOR in responsible charge, and all other persons or organizations who are proposed to provide services, materials, or specially designed equipment for the principal portions of the WORK. Prior to the execution of the AGREEMENT, the ENGINEER shall notify the successful bidder in writing if the COUNTY, after due investigation, has reasonable objection to any person or organization on such list. Failure of the COUNTY to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization. If, prior to the execution of the AGREEMENT, the COUNTY or ENGINEER has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful bidder may, prior to the execution of the AGREEMENT, withdraw his bid without forfeiture of bid security. If the successful bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the COUNTY may, at their discretion, accept the increased bid price or they may disqualify the bid. If, after the execution of the AGREEMENT, the COUNTY refuses to accept any person or organization on such list, the CONTRACTOR shall submit an acceptable substitute and the CONTRACT SUM shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate CHANGE ORDER shall be issued; however, no increase in the CONTRACT SUM shall be allowed for any such substitution unless the CONTRACTOR has acted promptly and responsively in submitting a name with respect thereto prior to the award. The CONTRACTOR shall not contract with any SUBCONTRACTOR proposed for the principal portions of the WORK who has not been accepted by COUNTY. If the COUNTY requires a change of any SUBCONTRACTOR or person or organization previously accepted by them, the CONTRACT SUM shall be increased or decreased by the difference in cost occasioned by such change and an appropriate CHANGE ORDER shall be issued. The CONTRACTOR shall not make any substitution for any SUBCONTRACTOR or person or organization that has been accepted by the COUNTY unless the substitution is acceptable to the ENGINEER. All WORK performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate agreement between the

CONTRACTOR and the SUBCONTRACTOR (and where appropriate between SUBCONTRACTORS and sub-SUBCONTRACTORS) which shall contain provisions that:

- 1.7.28.1. preserve and protect the rights of the COUNTY under the Contract with respect to the WORK to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- 1.7.28.2. require that such WORK be performed in accordance with the requirements of the CONTRACT DOCUMENTS;
- 1.7.28.3. require submission to the CONTRACTOR of APPLICATIONS FOR PAYMENT under each subcontract to which the CONTRACTOR is a party, in reasonable time to enable the CONTRACTOR to apply for payment;
- 1.7.28.4. require that all claims for additional costs, EXTENSIONS OF TIME, damages for delays or otherwise with respect to subcontracted portions of the WORK shall be submitted to the CONTRACTOR (via any SUBCONTRACTOR or sub-SUBCONTRACTOR where appropriate) in the manner provided in the CONTRACT DOCUMENTS for like claims by the CONTRACTOR upon the COUNTY;
- 1.7.28.5. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceed of such insurance held by the COUNTY as trustee;
- 1.7.28.6. obligate each SUBCONTRACTOR specifically to consent to the provisions that the CONTRACTOR shall pay each SUBCONTRACTOR, upon receipt of payment from the COUNTY an amount equal to the percentage of completion allowed to the CONTRACTOR on amount of such SUBCONTRACTOR's work. The CONTRACTOR shall also require each SUBCONTRACTOR to make similar payments to his SUBCONTRACTORS. If the ENGINEER fails to issue a Certificate for Payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular SUBCONTRACTOR, the CONTRACTOR shall pay that SUBCONTRACTOR on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his WORK to the extent completed less the retained percentage.
- 1.7.29. PROPERTY INSURANCE shall not be provided by COUNTY.
- 1.7.30. ROYALTIES AND PATENTS: The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights or copy rights and shall save the COUNTY harmless from loss on account thereof, except that the COUNTY shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.
- 1.7.31. REQUIREMENTS OF OTHERS: If laws, ordinances, rules, regulations or orders of any governmental agency having jurisdiction require any WORK to be inspected, tested or approved, the CONTRACTOR shall give the ENGINEER timely notice of its readiness and of the date arranged so that ENGINEER may observe such inspection, testing or approval. The CONTRACTOR shall bear all costs of such inspections, tests and approvals unless otherwise provided.
- 1.7.32. CLAIM FOR ADDITIONAL COST OR TIME: If the CONTRACTOR wishes to make a claim for an increase in the CONTRACT SUM or an extension in the CONTRACT TIME, he shall give the ENGINEER written notice thereof within seven (7) calendar days, as defined in the specifications, after the occurrence of the event giving rise to such claim. This notice shall be given by the CONTRACTOR before proceeding to execute the WORK,

except in an emergency endangering life or property in which case the CONTRACTOR shall proceed. No such claim shall be valid unless so made and properly documented as required by the specifications. Any increase in the CONTRACT SUM or CONTRACT TIME resulting from such claim shall be authorized by CHANGE ORDER. The failure by the CONTRACTOR to give such notice and to give such notice prior to executing the WORK shall constitute a waiver of any claim for additional compensation or extension of CONTRACT TIME.

In connection with any claim by the CONTRACTOR against the COUNTY for compensation in excess of the CONTRACT PRICE, any liability of the COUNTY for the CONTRACTOR'S cost shall be strictly limited to direct costs incurred by the CONTRACTOR and shall in no event include indirect costs or consequential damages of the CONTRACTOR. The COUNTY shall not be liable to the CONTRACTOR for claims of third parties, including SUBCONTRACTORS, unless and until liability of the CONTRACTOR has been established therefore in a court of competent jurisdiction.

- 1.7.33. AS-BUILT SURVEY AND AS-BUILT DRAWINGS: The COUNTY shall provide the CONTRACTOR with a digital copy and one (1) set of reproducible DRAWINGS of the WORK. The CONTRACTOR'S LAND SURVEYOR shall perform an AS-BUILT SURVEY and depict the results of said survey on the reproducible DRAWINGS. Each reproducible sheet of the DRAWINGS used by the surveyor shall be identified as "AS-BUILT SURVEY" and a copy shall be certified by the LAND SURVEYOR in responsible charge as meeting the Minimum Technical Standards set forth by the Florida Board of Land Surveyors pursuant to Chapter 472, Florida Statutes and Chapter 21HH-6, Florida Administrative Code. AS-BUILT SURVEYS shall document field measurements of vertical and horizontal dimensions, so that the constructed WORK can be delineated in such a way that the ENGINEER may determine the substantial accuracy of the location of the construction. The AS-BUILT survey will include Cross Sections taken in the field at the same increments and stationing as depicted on the design plans. This information will be based on the same vertical datum as the design plans with sufficient information to determine volumes to within five percent (5%) of actual excavation. This information will be recorded in a Field Book and/or digitally in a form pre-approved by the ENGINEER.

The information shown on the AS-BUILT DRAWINGS will be sufficient to compare the planned design against the finished construction. The AS-BUILT DRAWINGS will show constructed information at the same increments and stationing as depicted on the design plans. This information will be plotted on the reproducible drawings supplied to the CONTRACTOR. The constructed information will be shown in the correct horizontal locations with the finished elevations. This information will be denoted with a (\*) on the AS-BUILT DRAWINGS.

This survey shall include, but not limited to inverts of pipes, pavement radius, reestablish control points, locations of traffic control devices, verification of 5-point cross section and pavement width taken at the same increments and stationing as depicted on the design plans, and it shall be based on the same vertical datum.

The AS-BUILT DRAWING submitted by the LAND SURVEYOR shall clearly show by symbols, notations, or delineation, the constructed work located by the field survey. All As-Built information shall be denoted with (\*).

The horizontal accuracy of the AS-BUILT SURVEY shall be such that it may be determined where the constructed work is placed on the property, in rights-of-way, or in easements as compared to the original design. The vertical and horizontal information shall be such that it may be determined by the ENGINEER whether the work was constructed with substantial accuracy. Original field notes used in establishing horizontal and vertical information shall be submitted with all "As-Built" plans.

On the cover sheet of the AS-BUILT DRAWINGS, in a conspicuous place, there shall be a note stating the following: "Additions or deletions to this survey drawing by other than the signing party or parties are prohibited without the written consent of the signing party or parties". The AS-BUILT DRAWINGS shall bear the name, firm or resident address, city, and certificate number, of the LAND SURVEYOR in responsible charge and date of the field survey as set forth in Chapter 472, Florida Statutes. The LAND SURVEYOR through the CONTRACTOR shall provide the COUNTY with three (3) copies of the AS-BUILT DRAWINGS in addition to the reproducible drawings and the digital copy. Copies of the AS-BUILT DRAWINGS shall have the original signature and a raised embossed seal of the LAND SURVEYOR in responsible charge.

- 1.8. SEPARATE CONTRACTS:** The COUNTY reserves the right to award other contracts in connection with other portions of the PROJECT under these or similar conditions of the AGREEMENT. When separate contracts are awarded for different portions of the PROJECT, "the CONTRACTOR" in the CONTRACT DOCUMENTS in each case shall be the CONTRACTOR who signs each separate AGREEMENT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If any part of the CONTRACTOR's WORK depends for proper execution or results upon the work of any other separate contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate contractor's work after the execution of the CONTRACTOR's WORK. Should the CONTRACTOR cause damage to the work or property of any separate contractor on the PROJECT, the CONTRACTOR shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the COUNTY on account of any damage alleged to have been so sustained, the COUNTY shall notify the CONTRACTOR who shall defend such proceedings at the COUNTY's expense, and any judgment against the COUNTY that arises therefrom the CONTRACTOR shall pay or satisfy it and shall reimburse the COUNTY for all attorney's fees and court costs which the COUNTY has incurred. The CONTRACTOR shall do all cutting, fitting or patching of his WORK that may be required to fit to receive or be received by the work of other contractors shown in the CONTRACT DOCUMENTS. The CONTRACTOR shall not endanger any work of other contractors by cutting, excavating or otherwise altering his work and shall not cut or alter the work of any other contractor except with the written consent of the ENGINEER. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. If a dispute arises between the separate contractors as to their responsibility for cleaning up as required herein, the COUNTY may clean up and charge the cost thereof to the several contractors as it shall determine to be just.
- 1.9. SUCCESSORS AND ASSIGNS:** The COUNTY and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS. Neither party to the AGREEMENT shall assign the AGREEMENT or sublet it as a whole without written consent of the other, nor shall the CONTRACTOR assign any monies due or to become due to him hereunder, without previous written consent of the COUNTY.
- 1.10. WRITTEN NOTICE:** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or COUNTY, or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.
- 1.11. CLAIMS FOR DAMAGES:** Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others

for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

- 1.12. **BONDS:** The CONTRACTOR shall furnish the COUNTY bonds as required by the CONTRACT DOCUMENTS prior to signing of the AGREEMENT. Such bonds shall assure the faithful performance of the AGREEMENT and the payment of all obligations of the CONTRACTOR arising therefrom. Bonds shall be in the amount and form as the COUNTY requires and with such sureties as may be agreeable to all parties.
- 1.13. **PERFORMANCE BOND:** A Performance Bond acceptable to COUNTY in the full amount of the CONTRACT SUM shall be furnished by CONTRACTOR within fourteen (14) calendar days of the NOTICE OF AWARD of Bid and prior to execution of the AGREEMENT.
- 1.14. **PAYMENT BOND:** A Payment Bond acceptable to COUNTY in the full amount of the CONTRACT SUM shall be furnished by CONTRACTOR within fourteen (14) calendar days of the NOTICE OF AWARD of Bid and prior to execution of the AGREEMENT.
- 1.15. **COUNTY'S RIGHT TO COMPLETE WORK:** If the CONTRACTOR defaults or neglects to carry out the WORK in Accordance with the CONTRACT DOCUMENTS or fails to perform any provision of the AGREEMENT, the COUNTY may, after seven (7) days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate CHANGE ORDER shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including the cost of the ENGINEERS' additional services made necessary by such default, neglect or failure. The COUNTY must approve both such action and the amount charged to the CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.
- 1.16. **REJECTION OF WORK AND MATERIALS:** If the County deems any portion of the Work or materials does not meet specifications, and is therefore unsatisfactory, the Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the County with no additional compensation.
- 1.17. **DELAYS AND EXTENSIONS OF TIME:** If the CONTRACTOR is delayed at any time in the progress of the WORK by any act or neglect of the COUNTY or the ENGINEER, or by any employee of either, or by any separate contractor employed by the COUNTY, or by changes ordered in the WORK or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the COUNTY pending arbitration, or by any cause which the COUNTY determines may justify the delay, then the CONTRACT TIME shall be extended by CHANGE ORDER for such reasonable time as the COUNTY may determine. All claims for EXTENSION OF TIME shall be made in writing to the ENGINEER within the time given in the SPECIFICATIONS; otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary. All claims for EXTENSION OF CONTRACT TIME must be fully documented and supported as required in the SPECIFICATIONS.
- 1.18. **ASSESSMENT OF LIQUIDATED DAMAGES:** In the event the CONTRACTOR does not achieve Substantial Completion beyond the date set forth herein for Substantial Completion of the Work, the CONTRACTOR shall pay the COUNTY's costs for administration, management and inspection of the project. The rate set forth herein shall be the regular pay rate for COUNTY personnel assigned to the project on or before the execution of this contract. Any Liquidated Damages incurred will be subtracted from the final payment to the CONTRACTOR.

**1.19. PROGRESS PAYMENTS:** The CONTRACTOR shall submit to the ENGINEER an itemized APPLICATION FOR PAYMENT, supported by such data substantiating the CONTRACTOR's right to payment as the COUNTY or ENGINEER may require. The APPLICATION FOR PAYMENT shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR'S representation that the WORK has progressed to the level for which payment is requested in accordance with the contract unit prices, that the WORK has been properly installed or performed in full accordance with the AGREEMENT and that the CONTRACTOR knows of no reason why payment should not be made as requested. If payments are to be made for materials or equipment not incorporated in the WORK but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest including applicable insurance and transportation to the site. The CONTRACTOR warrants and guarantees that title to all WORK, materials and equipment covered by an APPLICATION FOR PAYMENT, whether incorporated in the PROJECT or not, will pass to the COUNTY upon the receipt of such payment by the CONTRACTOR, free and clear of all liens, claims, security interests or encumbrances; and that no WORK, materials or equipment covered by an APPLICATION FOR PAYMENT will have been acquired by the CONTRACTOR, or by any other person performing the WORK at the site or furnishing materials and equipment for the PROJECT, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person. When the CONTRACTOR has made APPLICATION FOR PAYMENT, the ENGINEER will, with reasonable promptness, but not more than fifteen (15) days after the receipt of the Application, submit the Application to the COUNTY, with a copy to the CONTRACTOR, for such amount as he recommends to be properly due, or state in writing his reasons for recommending or withholding payment. Approval of the APPLICATION FOR PAYMENT will constitute a representation by the ENGINEER, based on observations at the site and the data comprising the APPLICATION FOR PAYMENT, that the WORK has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the WORK is in accordance with the CONTRACT DOCUMENTS (subject to an evaluation of the WORK as a functioning whole upon FINAL INSPECTION, the results of any subsequent tests required by the CONTRACT DOCUMENTS, to minor deviations from the CONTRACT DOCUMENTS correctable prior to completion and to any specific qualifications stated in his approval) and that the CONTRACTOR is entitled to payment in the amount certified. No approval by the ENGINEER of an APPLICATION FOR PAYMENT for a PROGRESS PAYMENT, nor any partial or entire use or occupancy of the PROJECT by the COUNTY, shall constitute an acceptance of any WORK not in accordance with the CONTRACT DOCUMENTS. The ENGINEER may decline to approve an APPLICATION FOR PAYMENT and may withhold his approval in whole or in part if in his opinion he is unable to make representations to the COUNTY as herein stated. The ENGINEER may also decline to approve an APPLICATION FOR PAYMENT or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any certificate for payment previously issued to such extent as may be necessary in his opinion to protect the COUNTY from loss because of:

- 1.19.1. defective work not remedied;
- 1.19.2. claims filed or reasonable evidence indicating probable filing of claims;
- 1.19.3. failure of the CONTRACTOR to make payments properly to SUBCONTRACTORS or for labor, materials or equipment;
- 1.19.4. reasonable doubt that the WORK can be completed for the unpaid balance of the CONTRACT SUM;
- 1.19.5. damage to another CONTRACTOR;

- 1.19.6. reasonable indication that the WORK will not be completed within the CONTRACT TIME; or
- 1.19.7. unsatisfactory prosecution of the WORK by the CONTRACTOR.

If the ENGINEER should fail to approve an application for Payment, through no fault of the CONTRACTOR, within fifteen (15) days after receipt of the CONTRACTOR's APPLICATION FOR PAYMENT, or if the COUNTY should fail to pay the CONTRACTOR within sixty (60) days after approval of the APPLICATION FOR PAYMENT any amount approved by the ENGINEER, then the CONTRACTOR may, upon seven (7) additional days **written notice to the COUNTY and the ENGINEER, stop the WORK until payment of the amount owing has been received.**

- 1.20. **RETAINAGE:** Five (5) percent of PROGRESS PAYMENTS shall be withheld as RETAINAGE until the FINAL PAYMENT provided that CONTRACTOR is not behind schedule. If CONTRACTOR falls behind the schedule, ten (10) percent retainage shall be held for the total amount invoiced on the project.
- 1.21. **FINAL INSPECTION AND FINAL PAYMENT:** When the CONTRACTOR believes the WORK is completed, he shall request in writing that the ENGINEER perform a FINAL INSPECTION. The ENGINEER will arrange for the FINAL INSPECTION if he concurs with the CONTRACTOR that the WORK appears to be substantially completed. After the completion of the FINAL INSPECTION, the ENGINEER shall advise the CONTRACTOR in writing of WORK not in conformance with the CONTRACT DOCUMENTS. If part of the WORK is found to be not in conformance with the CONTRACT DOCUMENTS, the CONTRACTOR shall immediately correct the WORK and, having done so, request in writing another FINAL INSPECTION by the ENGINEER. This procedure shall continue until the ENGINEER advises the CONTRACTOR that all WORK apparently is found acceptable at which time the CONTRACTOR may submit his APPLICATION FOR PAYMENT for the FINAL PAYMENT. The CONTRACTOR shall bear the cost of such repeat final inspections which cost may be deducted by the COUNTY from the CONTRACTOR'S FINAL PAYMENT. At the time the CONTRACTOR submits his last draw request, the CONTRACTOR shall provide Release of Lien from all SUBCONTRACTORS and suppliers. No FINAL PAYMENT shall be made until all Releases of Lien and the AS-BUILT DRAWINGS have been received. Upon approval by the ENGINEER of the FINAL PAYMENT, the COUNTY shall pay the entire balance found to be due CONTRACTOR upon receipt from the CONTRACTOR of (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the WORK for which the COUNTY or their property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to FINAL PAYMENT, and (3), if required by the COUNTY, other data establishing payment of satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the COUNTY. If any SUBCONTRACTOR refuses to furnish a release or waiver required by the COUNTY, the CONTRACTOR may furnish a bond satisfactory to the COUNTY to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the COUNTY all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. The making of FINAL PAYMENT to the CONTRACTOR shall constitute a waiver of all claims by the COUNTY except those arising from (1) unsettled liens, (2) faulty or defective work appearing after FINAL PAYMENT, or (3) terms of any warranties and guarantees specified by the CONTRACT DOCUMENTS. The acceptance of FINAL PAYMENT by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and still unsettled.
- 1.22. **CHANGES IN THE WORK:**
  - 1.22.1. The COUNTY, without invalidating the AGREEMENT, may order changes in the WORK within the general scope of the WORK consisting of additions, deletions or other revisions, the CONTRACT SUM and the

CONTRACT TIME being adjusted accordingly. All such Changes in the WORK that would increase the CONTRACT SUM or extend the CONTRACT TIME shall be authorized by CHANGE ORDER.

- 1.22.2. The Cost or Credit to the COUNTY resulting from a change in the work, by CHANGE ORDER or FIELD ORDER, shall be determined in one or more of the following ways:
  - 1.22.2.1. by mutual acceptance of a lump sum properly itemized;
  - 1.22.2.2. by unit prices stated in the CONTRACT DOCUMENTS with no extra compensation to the CONTRACTOR due to such change; or
  - 1.22.2.3. by cost and a mutually acceptable fixed or percentage fee.
  - 1.22.2.4. If none of the methods set forth above is agreed upon, the CONTRACTOR, provided he receives a CHANGE ORDER, shall promptly proceed with the WORK involved. The cost of such WORK shall be determined by the ENGINEER on the basis of the CONTRACTOR's reasonable expenditures and savings, including, in the case of an increase in the CONTRACT SUM, a reasonable allowance for overhead and profit. In such case, the CONTRACTOR shall keep and present, in such form as the ENGINEER may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the COUNTY, payments on account shall be made on the ENGINEER's recommendation of APPLICATION FOR PAYMENT. The amount of credit to be allowed by the CONTRACTOR to the COUNTY for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by the ENGINEER. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.
- 1.22.3. The execution of a CHANGE ORDER by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S AGREEMENT to the ordered changes in the WORK, this AGREEMENT as thus amended, the CONTRACT PRICE and the CONTRACT TIME. The CONTRACTOR, by executing the CHANGE ORDER, waives and forever releases any claim against the COUNTY for additional time or compensation for matters relating to or out of or result from the WORK included within or affected by the executed CHANGE ORDER.
- 1.23. **SAFETY PROVISIONS:** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs connected with the WORK.
  - 1.23.1. SAFETY OF PERSONS AND PROPERTY: The CONTRACTOR shall take all reasonable protection to prevent damage, injury or loss to:
    - 1.23.1.1. all employees on the WORK and all other persons who may be affected thereby;
    - 1.23.1.2. all the WORK and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONTRACTOR or any of his SUBCONTRACTORS or sub-Subcontractors; and
    - 1.23.1.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
  - 1.23.2. DAMAGE: All property items damaged, as a result of the CONTRACTOR's or SUBCONTRACTOR's operations (such as sidewalks, fences, driveways, mail boxes, signs, curbs, pipes, drains, water mains, telephone or communication boxes, cable boxes, pavement, ditch blocks, skimmers, turf, items of landscaping, or other

appurtenances) shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner acceptable to the Project Manager, prior to payment for work performed. CONTRACTOR must resolve any damages to private property directly with the affected property owner.

Mailboxes damaged by the CONTRACTOR will be replaced as close to the original location as reasonable in accordance with the Marion County Land Development Code, provided that the support post is wood and less than four (4) inches in diameter or is a breakaway type post. If the original support post is damaged or unsatisfactory prior to work being done, the CONTRACTOR must notify the Project Manager prior to beginning so documentation and pictures can be obtained and resident notified prior to mailbox being removed and commencement of work.

The CONTRACTOR shall immediately notify the Project Manager of any damage caused by the CONTRACTOR's operations. The cost for repairs will be considered as having been included in the contract price and no other compensation will be made. This requirement for repair may be waived if the County Engineer determines that the damaged items are abandoned or it is not appropriate to repair or replace such items. It is the CONTRACTOR's responsibility to notify the Project Manager if there is prior damage to any appurtenance in the work area.

Contractor shall be responsible for the proper care and protection of all material delivered and work performed until completion and final acceptance by the County. Unless otherwise directed, contractor shall adequately protect all appurtenances and maintain all areas that are within the project area.

Contractor shall continuously maintain adequate protection of the Work from damage and shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service that may result from its activities. Contractor shall be solely responsible for all County-owned property in its possession. Contractor shall repair, replace, or restore any damage, injury, or loss to any of the above public or private property at its expense and to the County's satisfaction. Should Contractor fail to perform its obligations hereunder, the County may make good any damage to public or private property caused by Contractor. The cost thereof shall be deducted from Contractor's payment.

In the event of temporary suspension of the Work, or during inclement weather, or whenever the County shall direct, Contractor and its subcontractors shall carefully protect the Work and materials from damage or injury caused by the weather. If any work or material is damaged or injured due to Contractor's and/or its subcontractor's failure to so protect the Work, such materials shall be removed and replaced at the expense of Contractor.

- 1.23.3. SAFETY LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any governmental agency having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the WORK, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 1.23.4. Hazardous and Dangerous Materials: When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the WORK, the CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. The CONTRACTOR is responsible for notifying the Project Manager of any hazardous materials used at the work site and providing him with a copy of the Material Safety Data Sheets (MSDS) as required by the Florida Right-to-Know Law, as applicable. No petroleum or hazardous chemical storage tanks shall be stored on COUNTY owned property or rights-of-way unless approved by the County Engineer.

Any spillage of hazardous chemicals and/or wastes must be reported immediately to the Project Manager and cleaned up and disposed of in accordance with all State and Federal Regulations, laws or statutes.

Petroleum Storage Tanks. No petroleum or hazardous chemical storage tanks shall be stored on COUNTY owned property or rights-of-ways unless approved by the County Engineer. Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto County property must be either double-walled or kept within secondary containment that will contain 110% of the volume of the tanks.

- 1.23.5. SAFETY SUPERVISION: The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the COUNTY.
- 1.23.6. SAFE LOADING: The CONTRACTOR shall not load or permit any part of the WORK to be loaded so as to endanger its safety.

## EXHIBIT B - PRICE SHEET

Status	#	Description	QTY	Unit	Unit Price	Total Bid
*The proposed bid pricing shall be all inclusive of all work required to complete the project, to include but not limited to MOT, mobilization, excavation, export, import, compaction, site prep, and forming.						
Success: All values provided	#1-1	4" CONCRETE (3,000 PSI) *	3842	SY	\$ 117.00	\$ 449,514.00
Success: All values provided	#1-2	6" CONCRETE W/ REINFORCED FIBER (3,000 PSI) *	173	SY	\$ 137.00	\$ 23,701.00
Success: All values provided	#1-3	6" CONCRETE CURB W/ REINFORCED FIBER (4,000 PSI) *	100	LF	\$ 47.00	\$ 4,700.00
Success: All values provided	#1-4	CONCRETE CURB RAMP WITH DETACHABLE WARNING SURFACE *	18	SY	\$ 220.00	\$ 3,960.00
Success: All values provided	#1-5	TRUNCATED ADA MATS *	1000	SF	\$ 38.00	\$ 38,000.00
Success: All values provided	#1-6	SOD	3000	SY	\$ 8.00	\$ 24,000.00
<b>Basket Total</b>						<b>\$ 543,875.00</b>
<b>Grand Total</b>						<b>\$ 543,875.00</b>