

ATTACHMENT 4
PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

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1. INTENT OF CONTRACT DOCUMENTS

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

- A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.
- B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon

as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

- A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.
- B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 - 1. The chemical name and the common name of the toxic substance.
 - 2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
 - 3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
 - 4. The primary route of entry and symptoms of exposure.
 - 5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 6. The emergency procedure for spills, fire, disposal and first aid.
 - 7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.
- D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

- E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

- A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.
- B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

- C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.
- E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.
- F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive business days from the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor’s work with the work of other contractors so that the contractor’s work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

- B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor’s fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

- C. If the contractor complies with the two (2) business days’ notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager’s sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager’s investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor’s schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

- D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

- E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County’s Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge per Calendar Day</u>
\$5,000 and under.....	\$25
Over \$5,000 but less than \$10,000.....	\$65

\$10,000 or more but less than \$20,000.....	\$91
\$20,000 or more but less than \$30,000.....	\$121
\$30,000 or more but less than \$40,000.....	\$166
\$40,000 or more but less than \$50,000.....	\$228
Over \$50,000 but less than \$250,000.....	\$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County

observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

- D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

- A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
- B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

- A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
 - B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
1. Claims by the contractor shall be resolved in the following manner:
 - a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
 - b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the

expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.
3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

- A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.
- B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.
- C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.
- D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", latest edition, or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", latest edition, or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN,

CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

- B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.
- D. All lane closures shall have the prior approval of the Project Manager.
- E. 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.
- F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials

of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

- C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.
- D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.
- E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.
- F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.
- G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.
- H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.
- I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

- A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.
- B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.
- C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

- A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.
- B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work

with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

- D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

- A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

- A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.
- B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by

process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

- A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.
- B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

- A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.
- B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.