

TERMS AND CONDITIONS FOR MINOR CONSTRUCTION PROJECTS

ARTICLE 1: CONTRACT DOCUMENTS AND GENERAL DEFINITIONS

The initial contract for minor construction projects awarded under informal purchasing procedures is comprised of the Informal Solicitation Document (generally in the form of a Request for Quotations or RFQ), the "Terms and Conditions for Minor Construction Projects" included within the solicitation document, and the Purchase Order issued to denote acceptance of the awarded vendor's (hereafter "Contractor") quotation. The initial contract documents may be altered to include any amendments or addenda executed by the County (hereafter "Owner") and the Contractor, any approved Change Order(s); and any additional documents specifically listed as a portion of the contract. The specific total work effort to be completed under the contract is hereafter referred to as the "Project".

ARTICLE 2: NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (i) hand delivered; (ii) delivered by facsimile or email; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by facsimile or email shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

ARTICLE 3: SCOPE OF CONTRACTOR'S WORK

The Contractor shall furnish or cause to be furnished, and pay for out of the construction price, all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of its scope of the work in accordance with all of the terms and conditions of this contract.

ARTICLE 4: COMPENSATION OF CONTRACTOR

a. Construction Price. The Owner shall pay and the Contractor shall accept, as full and complete payment for the Contractor's timely and complete performance of its obligations hereunder the fixed price noted on the purchase order issued for the project and any amendment or modification thereto. Unless otherwise noted within the contract documents, the full payment price will be tendered as a single lump sum payment upon receipt of a correct invoice occurring after completion and full acceptance of the work. Prior to final payment the Contractor shall provide all contract close out documents including but not limited to as-built drawings, operating and maintenance manuals, and warranties. The Contractor must complete all punch-list items prior to final payment. The Owner shall make all payments in accordance with Part VII, Chapter 218, Florida Statutes, entitled the Florida Prompt Payment Act.

b. Liquidated Damages. Liquidated damages may be assessed to the Contractor when delay of the completion date is due to the fault of the Contractor, and are calculated at the rate of Two Hundred Fifty Dollars (\$250.00) per calendar day for failure to meet the required completion date. Liquidated damages are the sole remedy for delays caused by the Contractor. The parties agree that Liquidated Damages are not being assessed as a penalty.

ARTICLE 5: SPECIFIC INSURANCE REQUIREMENTS

Insurance coverage as specified within the original bid document is to be provided by the Contractor.

ARTICLE 6: PERSONNEL, SUBCONTRACTOR, AND SUPPLIER CHARTS

The Contractor shall, prior to issuance of any notice to proceed, prepare and provide a Contractor's Personnel Chart which lists by name, job category and responsibility the Contractor's primary employees who will work on the Project, and a Subcontractors and

Suppliers Chart which lists by name, and general responsibility, each subcontractor and supplier who will be utilized by the Contractor. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right, with valid reason, to reject any proposed replacement.

ARTICLE 7: CONSTRUCTION SCHEDULE AND SPECIFIC BOND REQUIREMENTS

a. The Contractor shall commence work within ten (10) calendar days of the issuance of a Notice to Proceed or Purchase Order, whichever process is specified by the County for the Project. The Contractor shall accomplish final completion of the Project on or within the time frame specified in the original bid document based on the commencement date established by operation of the preceding sentence.

b. Unless otherwise noted, this project does not require submission of bid, performance, or payment bonds.

ARTICLE 8: GENERAL PROJECT SERVICES

a. The Contractor agrees to provide all services required to professionally complete its scope of services in an expeditious and economical manner consistent with this contract and the best interests of the Owner.

b. The Contractor shall, in consultation with the Owner, endeavor to develop, implement and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

c. Unless otherwise agreed in advance, the Contractor shall provide an on-site job superintendent fluent in English who shall supervise all trades and direct all construction activities, establish and maintain construction schedules, and submit to the Owner daily progress reports. The Owner shall retain the authority to remove the superintendent with cause with ten (10) calendar days written notice. Unless agreed upon in advance by the Owner, the same superintendent shall stay assigned to the job through all of the construction and final punch-list effort. The superintendent shall additionally be responsible to coordinate the safety program at the job site. Any person employed by the Contractor or a subcontractor who is found to be conducting themselves in a detrimental manner shall be removed from the job site immediately upon official notification.

d. The Contractor shall insure that the work is (a) in compliance with the construction documents; and (b) complies with any applicable law, statute, building code, rule or regulation of any public authority or agency having jurisdiction over the Project.

e. The Contractor is advised that unless otherwise stated in any portion of the contract documents, the Contractor is responsible for the provision of shelter, rest room facilities, power, and any additional utilities or security in support of the Project.

f. Any additional copies of the construction documents required by the Contractor for execution of the Project shall be obtained by the Contractor at its cost and expense.

g. The Contractor understands and agrees that the contract cannot be changed except as provided herein. No act, omission or course of dealing by the parties shall alter the requirement that modifications of this contract can be accomplished only by written documents signed by the parties. All Change Orders shall be executed in accordance with the Owner's Purchasing Policy and Procedures.

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ARTICLE 9: CONTRACTOR DUTY FOR REVIEW AND EVALUATION

The Contractor acknowledges its continuing duty to review and evaluate the construction documents during the performance of its services and shall immediately notify the Owner about any (i) problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the construction documents; and (ii) variances discovered between the construction documents and applicable laws, statutes, building codes, rules and regulations.

ARTICLE 10: CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

a. The Contractor shall perform and complete its obligations under this contract using its best skill and attention, and covenants with the Owner to furnish management, supervision, labor and services (i) which expeditiously, economically and properly complete the Project in the manner most consistent with the Owner's interests and objectives; (ii) which comply with the construction documents and this contract; and (iii) which are in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, labor and services on projects similar in size, complexity and cost to the project.

b. The Contractor shall not damage, endanger, compromise or destroy any part of the Project or the site of the Project, including by way of example and not limitation, work being performed by others on the site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the site. Should the Contractor damage, compromise or destroy any part of the Project or the site, the Contractor shall be fully and exclusively responsible for and bear all costs associated therewith. In the event Contractor does not repair or replace any damaged portion of the Project or the site, the Owner shall have the option to make such repairs or replacements and deduct the cost thereof from the contract price.

c. The Contractor shall be responsible for the removal of all surplus material and debris occurring from the work. Should the Contractor in any manner fail to maintain a clean and safe work site, the Owner shall retain the right to correct such deficiency and deduct the cost thereof from the contract price.

d. The Contractor shall comply with all applicable laws, statutes, building codes, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

e. The Contractor shall obtain all required approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the work; provided, however, that city water fees and any other permit or impact fee, government fee, or percolation testing for septic system, shall be included in the contract amount as an allowance.

f. Safety shall be a prime concern of the Contractor at all times. The Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and constructing the work, including site safety and safety precautions and programs.

g. The Contractor shall maintain at the work site one copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications in good order and accurately marked depicting all changes as they occur during construction. As-built drawings shall be available at all times to the Owner, the Owner's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the Contractor shall include such supplementary notes and details necessary to clearly and accurately

represent as-built construction; provided, however, that the as-built drawings shall be kept electronically if so specifically required by the scope of services under the Project.

h. The Contractor shall immediately notify the Owner of the nature and details of all incidents which may adversely affect the quality or progress of the work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to work performed or completed, and other significant occurrences.

i. The Contractor shall perform the work so as not to interrupt any operations of the Owner on the site. The Contractor understands and acknowledges that the Owner may need access to or use of certain areas of the site or work prior to the Contractor's achievement of completion, and that such occupancy, access or use shall not constitute the Owner's acceptance of any work.

j. No alcoholic beverages or illegal drugs are permitted on any of Owner's properties. Evidence of alcohol or drug use by an individual will result in the removal of the person from the site.

ARTICLE 11: GOODS, PRODUCTS AND MATERIALS

a. The Contractor shall furnish goods, products, materials, and equipment which conform to applicable specifications, drawings, data and samples; are new (unless otherwise specified or permitted) and without apparent damage; and are of quality, strength, durability, capacity or appearance equal to or higher than that required by the contract documents.

b. All goods, products, materials, equipment and systems named or described in the construction documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the construction documents, in which case the Contractor shall so inform the Owner and shall proceed as directed by the Owner.

ARTICLE 12: REJECTION AND CORRECTION OF WORK

a. During the course of the Project, the Contractor shall promptly, whether at the direction of the Owner, or on its own initiative, reject any Work (i) which does not conform to the construction documents; or (ii) which does not comply with any applicable law, statute, code, rule or regulation of any governmental, public and/or quasi-public authority or agency with jurisdiction over the Project.

b. The Contractor shall promptly correct or require the correction of all rejected work, whether observed before or after initial completion and whether or not fabricated, installed or completed.

c. The Contractor shall bear all costs of correcting work, including additional testing and inspections and compensation for all services and expenses necessitated by such corrections for work that does not conform to the construction documents.

d. If the Owner prefers to accept work which is not in accordance with the requirements of the contract documents, the Owner may do so instead of requiring its removal and correction, in which case the construction price shall be reduced by an equitable value either mutually agreed upon by the Owner and Contractor, or otherwise fairly determined by the Owner. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13: FINANCIAL CLAIMS AND LIENS

The Contractor shall immediately notify the Owner, both orally and in writing, of the nature and details of any mechanics' liens, construction liens, Contractor's trust fund claims, or claims of any type made by anyone against the Owner, the Contractor or any subcontractor or supplier of any of them or against the Project

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whether or not such claims arise from the work. The Contractor shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project for which the Contractor has been paid. If any lien or claim filed is not discharged and released by the claimant, the Contractor shall, within a reasonable period of time, but in no event more than fourteen (14) calendar days after request and at its own cost, promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond.

ARTICLE 14: COMPLETION AND ACCEPTANCE

Completion shall not be deemed to have occurred, and no final payment shall be due the Contractor or any of its subcontractors or suppliers, until the work has passed the final inspection and all required completion documentation and close-out items have been received by the Owner.

ARTICLE 15: CONTRACTOR'S WARRANTIES AND GUARANTEES

In addition to the warranties and guarantees set forth elsewhere in this contract document, the Contractor, upon request by the Owner, shall promptly correct all failures or defects in the work for a period of one (1) year after the actual date of completion, or the date of acceptance by the Owner, whichever is later.

ARTICLE 16: TAXES.

The Owner is exempt from federal excise taxes and all State of Florida sales and use taxes. The Contractor shall not include any such tax on any item or service proposed. The Owner will execute an exemption certificate if submitted by the Contractor. However, any contractor doing business with the Owner is not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the Owner, nor shall the Contractor be authorized to use the Owner's tax exempt certificate or status in securing such materials. The Contractor shall secure, defend, protect, hold harmless, and indemnify the Owner from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the Owner by any taxing authority with respect to such taxes.

ARTICLE 17: COMPENSATION OF CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS

Upon receipt of payment from the Owner, the Contractor shall pay each of its subcontractors and suppliers out of the amount received by the Contractor on account of such subcontractor's or supplier's portion of the work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the Contractor on account of such entity's portion of the work. The Owner shall have no obligation to pay, and shall not be responsible for payments to, the Contractor's subcontractors or suppliers.

ARTICLE 18: CONCEALED AND UNFORESEEN CONDITIONS

If (i) the Contractor encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the work; or (ii) the conditions vary from those indicated by the construction documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the Contractor, the Contractor shall promptly, but in no event later than two (2) business days after first observance of the conditions, notify the Owner before conditions are disturbed and give the Owner opportunity to observe the condition in its undisturbed state. The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the Contractor's cost of, or time required for, performance of the work, compensation or time for performance or both will be equitably

adjusted. The Contractor's failure to notify the Owner as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 19: TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION

a. For Cause: The Owner may terminate this contract for cause if the Contractor materially breaches this contract by refusing, failing or being unable to properly manage or perform on any Project; refusing, failing or being unable to supply the Project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules; refusing, failing or being unable to make prompt payment to subcontractors or suppliers; disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project; refusing, failing or being unable to substantially perform in accordance with the terms of the contract as determined by the Owner, or as otherwise defined elsewhere herein; or refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between the Owner and Contractor.

Upon the occurrence of any of the events described above, the Owner may give written notice to the Contractor setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Contractor fails to initiate the cure or if the Contractor fails to expeditiously continue such cure until complete, the Owner may give written notice to the Contractor of immediate termination, and the Owner, without prejudice to any other rights or remedies, may take any or all of the following actions: complete all or any part of the work, including supplying workers, material and equipment which the Owner deems expedient to complete the work; contract with others to complete all or any part of the work, including supplying workers, material and equipment which the Owner deems expedient to complete the work; take such other action as is necessary to correct such failure; take possession of all materials, tools, construction equipment and machinery on the site owned or leased by the Contractor; directly pay the Contractor's subcontractors and suppliers compensation due to them from the Contractor; and finish the work by whatever method the Owner may deem expedient.

b. Without Cause: The Owner may at any time give written notice to the Contractor terminating this contract or suspending the contract, in whole or in part, for the Owner's convenience and without cause. In any such event, the Contractor shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of termination or suspension. The Owner shall pay the Contractor specified or otherwise appropriate amounts due for work performed prior to the effective termination or suspension date, and other reasonable costs clearly associated with the specific termination or suspension action.

ARTICLE 20: APPLICABLE LAW AND DISPUTE RESOLUTION

This contract shall be deemed to be entered into, and shall be interpreted, under the laws of the State of Florida. In case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this contract or the breach thereof, the parties shall first attempt resolution through mutual discussion, and if that course fails to result in resolution, through informal mediation procedures.