

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

Attachment C

GENERAL PROVISIONS

FOR

INVITATION TO BID

ITB No. O-00320

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GENERAL PROVISIONS

Note: Although included in the General Provisions each section may not specifically apply to this contract but in no way relieves CONTRACTOR of responsibility of its requirements.

1. **DEFINITIONS AND TERMS:** To avoid undue repetition, whenever the following terms are used (or pronouns used in place of them) in these Contract Documents or any other documents forming a part of the Contract, the intent and meaning of such terms shall be interpreted as follows:
 - 1.01. **Act of God also called Force Majeure:** An act of God is construed to mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of CONTRACTOR to foresee or to make preparation in defense.
 - 1.02. **Addenda:** Written interpretations or revisions of any of the Bidding Documents issued by AUTHORITY.
 - 1.03. **Application for Payment:** A notarized, written request, personally signed by CONTRACTOR or his authorized representative, submitted to AUTHORITY, on the dates as prescribed herein, prepared on AIA Document G702 or AUTHORITY-approved similar format and including AIA Document G703 Continuation Sheet or AUTHORITY-approved similar format, that describes CONTRACTOR'S Schedule of Values, quantity(ies) and value of work completed to date, previous total requested for payment and current requested payment, approved material(s) stored, and amount of retainage; and delivered to AUTHORITY as prescribed herein these Contract Documents.
 - 1.04. **As Built Drawings:**
 - 1.04.01. **On Site As Built Drawings:** A record of the constructed work, maintained on site at all times, with daily "red line" entries by CONTRACTOR indicating all work completed and materials installed and horizontal and vertical locations of all existing underground systems and structures encountered during the progress of The Work.
 - 1.04.02. **Record Drawings:** Drawings submitted by CONTRACTOR precedent to Final Payment, (a) as a certified document copy (Site Survey), prepared and certified by a licensed Florida Surveyor and Mapper pursuant to Chapter 61G17-6 Florida Administrative Code, and (b) as electronic file format, AutoCad ver. 2000 or later, providing vertical and horizontal control for all accessible elements of the work, including but not limited to, invert and rim elevations of all drainage structures, pavement boundary locations and elevations, visible structures and appurtenance locations and elevations, surface transition elevations between existing facilities and constructed elements, and elevations describing positive drainage flow for all constructed elements.
- 1.05. **Authority:** The Tampa-Hillsborough County Expressway Authority.
- 1.06. **Bid Bond:** The security instrument designated in the Contract Documents and submitted by the Bidder as guaranty that the Bidder will enter into a Contract with AUTHORITY for the construction of The Work if the Contract is awarded to him.
- 1.07. **Bidder:** The Bidder is any person, firm or corporation submitting a Proposal for The Work contemplated, acting directly or through a duly authorized representative.

- 1.08. **Board**: The Governing body of the AUTHORITY.
- 1.09. **Change Order**: An order signed by CONTRACTOR and AUTHORITY; (1) changing the scope of the work or, (2) changing the time for performance or (3) changing the contract price.
- 1.10. **Contract Documents**: Consist of Advertisement for Bids, Scope of Work, Instructions to Bidder, Bid Bond, Public Construction Bond, Certificate and Affidavit for Surety Bond Insurer, Contract, General Provisions, Supplemental General Provisions, Special Provisions & Technical Specifications, Proposal Form, Public Entity Crimes Statement, SBE Outreach Plan (consisting of Bidder's Opportunity List, Anticipated SBE Participation Statement and SBE Outreach Action Plan), Plans when listed in Table in Contents, Addenda pertaining to The Work or material thereof and supplements thereto (when issued) and signed Change Orders, Task Orders and Supplemental Agreements (when issued). The entire assembly of documents may also be referred to as the "Project Manual."
- 1.11. **Contract Time also called Contract Duration**: The number of calendar days or the designated completion date(s) so stated in the Contract to: (1) achieve Substantial Completion of The Work, and (2) complete all of The Work so that it is ready for the Final Payment, as evidenced by completion of the previously incomplete miscellaneous works, such incomplete miscellaneous works so stated in writing by AUTHORITY to CONTRACTOR; said completion of all such previously incomplete miscellaneous works to result in written recommendation of Final Payment by AUTHORITY.
- 1.12. **Contractor**: The successful bidder, whether an individual, partnership, corporation or any combination thereof, undertaking The Work described by the Contract Documents. Also referred to as Design/Builder.
- 1.13. **Critical Path Method commonly called "CPM"**: As utilized for construction project planning and management in these Contract Documents, CPM is a resource loaded, time-phased network diagram of all operations and activities required for the Total Work to be completed and representing the complete cost of The Work, including but not limited to: resource loading reports, computerized network analysis reports, and a complete description of the relationships and sequences of all activities that permits the determination of the "Critical Path"; said "Critical Path" allows for completion of The Total Work within a specified number of calendar days or on a prescribed date.
- 1.14. **Days**: A calendar day, when used in the Contract Documents, measured from midnight of the first day to the next midnight; Saturdays, Sundays and all holidays included.
- 1.15. **Engineer**: Authorized representative of Owner employed by AUTHORITY and/or a designated representative of the Tampa-Hillsborough County Expressway Authority who is in responsible charge for administering and overseeing the design and construction contracts for the AUTHORITY. The Engineer is sometimes referred to as the "AUTHORITY Engineer" or "AUTHORITY."

- 1.16. **Executive Director:** The principal AUTHORITY staff member charged by AUTHORITY Board of Commissioners with executing its policies and administering the day-to-day affairs of AUTHORITY.
- 1.17. **Extra Work:** Unforeseen work, in addition to The Work described in the Contract Documents.
- 1.18. **General Provisions:** General Provisions are those clauses of the Specifications which set forth general directions, provisions and requirements common to all portions of a Project.
- 1.19. **Inspector:** An authorized representative of AUTHORITY assigned to make a detailed inspection of any or all portions of The Work, or materials thereof.
- 1.20. **National Emergency:** National Emergency is defined as a state of affairs requiring the imposing of restrictive orders, controls, priorities, or similar measures, by the Federal or State governments which would restrict or otherwise control or allocate the supply of labor or the furnishing of materials, tools, and equipment during the periods such labor, materials, tools and equipment are required, as shown on the approved progress schedule, for the completion of The Work.
- 1.21. **Notice:** A written notification. Notice may be served to CONTRACTOR'S Superintendent at the project site or to CONTRACTOR at the address listed on the Contract, and to AUTHORITY at the address prescribed in the Contract Documents, whether delivered by hand, telegram, tele-fax, email or U.S. Mail.
- 1.22. **Notice of Award:** A written notice issued by AUTHORITY to the responsible low bidder stating that upon compliance by said low bidder with the precedent conditions enumerated in the Contract Documents, and within the time specified, an agreement between said Bidder and AUTHORITY shall be executed and a Notice to Proceed for The Work will be issued by AUTHORITY.
- 1.23. **Notice to Proceed:** Written notice by AUTHORITY to CONTRACTOR setting forth the earliest date on which CONTRACTOR shall begin construction and prescribing the first day of contract duration.
- 1.24. **Owner:** The Tampa-Hillsborough County Expressway Authority.
- 1.25. **Plans:** The Plans are the official Plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by AUTHORITY, which show the location, character, dimensions and details of The Work to be done, and which are to be considered as a part of the Contract Documents, supplementary to the Specifications. Also referred to as "drawings."
- 1.26. **Project Manager (P.M.):** An authorized representative of Owner employed by AUTHORITY, familiar with the design, site conditions, technical and contractual requirements of the Contract Documents and assigned to manage and administer the project for AUTHORITY that is the subject of the Contract Documents.
- 1.27. **Project Manual:** The Project Manual is the collection of documents pertaining to the proposed work and may contain the drawings.
- 1.28. **Proposal:** The Proposal is the offer of the Bidder to provide The Work, when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed and delivered as further described herein.

- 1.29. **Proposal Form:** The Proposal Form is the approved form on which AUTHORITY requires formal bids to be prepared and submitted for The Work.
- 1.30. **Public Construction Bond. (Guarantee of Faithful Performance. Payment, Workmanship and Successful Operations):** A security instrument, provided by CONTRACTOR, in accordance with Section 255.05, Florida Statutes, and meeting the Standards specified herein, on forms provided by AUTHORITY, in the amount not less than the total bid price, securing the performance of and payment for The Work described by the Contract Documents.
- 1.31. **Shop Drawings:** Drawings, diagrams, illustrations, instructions and schedules, independently prepared and submitted by CONTRACTOR to AUTHORITY, to provide detailed and specific information as required by the Contract Documents.
- 1.32. **Special Provisions and Technical Specifications:**
- 1.32.01. The Special Provisions are those clauses which set forth guidance for matters relating specifically to The Work of this Contract which are not covered in the Technical Specifications.
- 1.32.02. Technical Specifications are those clauses of the Specifications which set forth specific directions, provisions and requirements pertaining to the method and manner of performance of The Work of this Contract and to the qualities of work and materials to be furnished for The Work of this Contract.
- 1.33. **Specifications:** The Specifications are the directions, provisions, and requirements for The Work and are presented in two parts: (1.) General Provisions and Supplementary General Provisions (2.) Special Provisions and Technical Specifications.
- 1.34. **Subcontractor:** The Subcontractor is any person, firm or corporation undertaking any part of the obligations of CONTRACTOR, who, prior to such undertaking receives the approval and written consent of AUTHORITY.
- 1.35. **Submittals:** All drawings, diagrams, illustrations, schedules, samples, test results, and other data, specifically prepared by a CONTRACTOR, Subcontractor, manufacturer, fabricator, supplier or distributor and identified with the name of CONTRACTOR, Subcontractor, manufacturer, fabricator, supplier or distributor, including a description of the submittal on the title of said submittal, that describes a portion of The Work or a requirement of these Contract Documents. Copies of the contract drawings may not be modified for required submittals except with written approval from AUTHORITY.
- 1.36. **Substantial Completion:** The status of completion of The Work or an identified portion thereof, which, in the opinion of AUTHORITY, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete in accordance with the Contract Documents, to permit AUTHORITY occupancy and use of The Work for which it is intended.
- 1.37. **Substitution:** A product, service, component, system or designed installation procedure which is not equal to that specified, but is proposed by CONTRACTOR in lieu of that which is specified. Said substitution must be requested by CONTRACTOR and approved in writing at the sole discretion of AUTHORITY, and any cost savings shall be provided to AUTHORITY as an executed Change Order.
- 1.38. **Superintendent:** The Superintendent is the authorized executive representative of CONTRACTOR, present on The Work at all times during its progress, authorized to

receive and fulfill instructions from AUTHORITY and capable of superintending The Work efficiently.

- 1.39. **Supplemental Agreements:** Supplemental Agreements are written agreements executed by CONTRACTOR and by AUTHORITY covering alterations to the project or the character of The Work involving a substantial change in the nature of design or in the type of construction which materially increases or decreases the cost of The Work.
- 1.40. **Supplemental General Provisions:** Supplemental General Provisions, when issued, amend or supplement the General Provisions and other provisions of the Contract Documents as described herein. All provisions which are not so amended or supplemented remain in full force and effect
- 1.41. **Surety:** The Surety is the entity (corporate body or individual(s) which or who is bound with and for CONTRACTOR as Guarantor for acceptable performance of the Contract and for the completion of The Work.
- 1.42. **Task Order:** A written order to CONTRACTOR signed by AUTHORITY, providing specific direction regarding The Work or a portion thereof.
- 1.43. **The Work:** The Work consists of furnishing all plant, equipment, tools, materials, supplies, fees, permits, manufactured articles, transportation and services, all fuel and operating expenses, electricity, water, sewer, communication systems, office facilities, sanitary facilities and a safe and secure environment for individuals and property and for the performance of all labor, work or other operations required for the fulfillment of the Agreement, as further described herein.

2. STANDARD SPECIFICATIONS AND CODES

- 2.01. Codes are referred to for minimum design criteria, and no reductions of design requirements will be permitted even if allowed by applicable codes. Codes are applicable for sections of these Contract Documents only when specifically referenced herein these Contract Documents. Codes are not intended to be and **should not be interpreted as inclusive of all sections of these Contract Documents**. Reference made hereinafter to Standard Specifications and Codes refer to current publication editions, including addenda and errata, if any, of the following organizations:

- 2.01.01 American Association of State Highway and Transportation Officials (AASHTO)
- 2.01.02 American Concrete Institute (ACI)
- 2.01.03 American Institute of Electrical and Electronic Engineers (AIEEE)
- 2.01.04 American Institute of Steel Construction (AISC)
- 2.01.05 American Refrigeration Institute (ARI)
- 2.01.06 American Society of Civil Engineers (ASCE)
- 2.01.07 American Society of Heating, Refrigerating and Air 2.01.08
Conditioning Engineers (ASHRAE)
- 2.01.08 American Society of Mechanical Engineers (ASME)
- 2.01.09 American Society for Testing Materials (ASTM)
- 2.01.10 American Standards Association (ASA)
- 2.01.11 American Water Works Association (AWWA)
- 2.01.12 American Welding Society (AWS)
- 2.01.13 Building Code of the City of Tampa, Florida or Hillsborough County,
Florida as applicable
- 2.01.14 Building Code, Florida 2001

- 2.01.15 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (edition in effect at Notice to Proceed)
- 2.01.16 Florida Department of Transportation (FDOT) Design Specifications for Road and Bridge Construction (edition in effect at Notice to Proceed)
- 2.01.17 Metal Building Manufacturers Association (MBMA)
- 2.01.18 National Board of Fire Underwriters (NBFU)
- 2.01.19 National Electric Code (NEC)
- 2.01.20 National Electrical Manufacturers Association (NEMA)
- 2.01.21 National Plumbing Code
- 2.01.22 Pre-stressed Concrete Institute (PCI)
- 2.01.23 Steel Structures Painting Council Specification (SSPC)
- 2.01.24 Southern Pine Manual (SPM)

3. PUBLIC CONVENIENCE AND SAFETY

- 3.01. CONTRACTOR shall provide for the safety and convenience of the general public and the residents along the project, to include the protection of persons and property.
- 3.02. CONTRACTOR shall, at all times, conduct his work so as to insure the least possible obstruction to traffic.
- 3.03. CONTRACTOR shall take all precautions to reduce noxious dusts, vapors and fumes resulting from performance of The Work.
- 3.04. CONTRACTOR shall promptly remove dirt, mud, silt, rock, gravel and other debris from the public roads that are caused by access and egress of vehicles from the project site onto the public roads.
- 3.05. Vehicular And Pedestrian Traffic: CONTRACTOR shall not block any public street nor use any part hereof for storage of materials.
- 3.06. Where affected by his work, vehicular and pedestrian traffic shall always be accommodated and maintained in accordance with any specific local requirements, or in the absence of any such requirements, in accordance with the instructions of AUTHORITY. CONTRACTOR shall submit a plan for Maintenance of Traffic to AUTHORITY for approval, as herein further described.
- 3.07. Accident Prevention: It shall be the sole responsibility of CONTRACTOR to provide and maintain warning signals and signs, lights, signal devices, flagmen and barricades appropriately located so as to give proper and unmistakable warning of the hazards of entry onto the land, structures, or equipment involved under the Contract. CONTRACTOR shall be solely responsible for providing instruction to employees and visitors to the site, describing the conditions that may cause accidents or injury to persons or property, and shall maintain and enforce the conduct of each and every person that enters the site to ensure the safety of the entire site.
- 3.08. Site Personnel and Visitors: CONTRACTOR shall comply with all procedures prescribed by AUTHORITY for identification of all CONTRACTOR and Subcontractor employees and the control of persons visiting the job site.
- 3.09. CONTRACTOR shall display on all business or commercial vehicles and equipment entering and leaving the site of The Work, the legal name of the individual, firm or corporation that is the owner of said commercial vehicles and equipment.

- 3.10. CONTRACTOR shall designate, with approval of AUTHORITY, a parking area for privately-owned vehicles of CONTRACTOR and Subcontractor employees, such privately-owned vehicles to have limited access and egress to the construction site daily.
- 3.11. CONTRACTOR shall be responsible for the safety of all visitors to the site and shall establish and implement all necessary site regulations to ensure the safety of said site persons.
- 3.12. Fire Prevention: CONTRACTOR shall comply with the regulations of the Fire Marshal and Fire Department having jurisdiction at the project site for the storage, handling and protection of all inflammable or combustible liquids and materials used for the work.
- 3.13. CONTRACTOR shall locate all existing fire hydrants at the project and adjacent sites and shall avoid placing obstructions that prevent immediate access and use of said fire hydrants.

4. BARRICADES, WARNING LIGHTS AND SIGNAL LIGHTS:

- 4.01. CONTRACTOR shall provide all necessary barricades, danger and warning lights, signs, watchmen and flagmen, necessary to protect construction workers, site visitors, the general public and all of The Work in progress, all such warning devices to be described in CONTRACTOR'S approved Maintenance of Traffic plan.
- 4.02. CONTRACTOR shall use visual and audible warning devices as required to provide a safe project site environment. CONTRACTOR shall promptly remove all such safety devices installed at the project site, upon completion of The Work.

5. SANITARY PROVISIONS:

- 5.01. CONTRACTOR shall provide and maintain in a neat, sanitary condition, such accommodations for the use of his employees and AUTHORITY representatives and all other site visitors as may be necessary to comply with the requirements and regulations of the Hillsborough County/State of Florida Environmental Health Department or of other authorities having jurisdiction. CONTRACTOR shall keep the construction area free of litter and debris and shall commit no public nuisance.

6. CLEANING UP:

- 6.01. CONTRACTOR shall at all times keep the construction area clear of waste materials and rubbish.
- 6.02. CONTRACTOR shall provide and maintain waste and debris containers, adequate to allow for disposal of litter and debris. In the event that CONTRACTOR fails to keep waste materials, litter and debris from causing unsightly and nuisance conditions at the project site, AUTHORITY shall provide notice to CONTRACTOR, in writing, and after seven days of receipt of said letter, AUTHORITY shall have said waste materials, litter and debris removed from the site and taken to a proper disposal site. AUTHORITY shall charge the cost of the removal and proper disposal of such waste materials, litter and debris against monies due to CONTRACTOR.
- 6.03. Open burning of waste materials is not permitted. AUTHORITY may, at its sole option, provide an area to deposit inorganic materials, as further described herein.
- 6.04. CONTRACTOR shall constantly maintain the cleanliness of the project site so as to prevent debris, including, but not limited to, mud and other soils or dust and debris from the project site, from collecting on roadways and sidewalks.

7. DUST PREVENTION AND AIR POLLUTION CONTROL:

- 7.01. CONTRACTOR shall take all precautions to minimize the emission of hazardous dust, smoke and vapor attributed to his operations.
- 7.02. CONTRACTOR shall adhere to all local, State and Federal regulations regarding air quality.
- 7.03. CONTRACTOR shall maintain clean roadways at the construction site where vehicles and equipment enter the road from the project site.

8. PRESERVATION AND RESTORATION OF PROPERTY:

- 8.01. CONTRACTOR shall be responsible for the preservation of all public and private property, affected by operations within his control, and shall take the precautions necessary to prevent damage or injury thereto.
- 8.02. CONTRACTOR shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct or non-execution of The Work, or caused by defective work or the use of unsatisfactory materials.
- 8.03. CONTRACTOR'S responsibility for the preservation of all property shall continue until The Work is completed or terminated as further described herein these Contract Documents.
- 8.04. Whenever public or private property is damaged or destroyed as a result of CONTRACTOR'S neglect, misconduct or non-execution of The Work, such property shall be restored by CONTRACTOR and at CONTRACTOR'S expense, to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.
- 8.05. AUTHORITY, at its sole discretion, may withhold monies from CONTRACTOR'S monthly progress payments, in an amount equal to twice the Owner-reported value of damaged items pending repair or replacement of said items.
- 8.06. In the event such damages occur to private property, CONTRACTOR shall report such damages, in writing, by end of the work day, to AUTHORITY.
- 8.07. Protection of Surveying Monuments: CONTRACTOR shall cooperate with AUTHORITY in protecting and preserving cornerstones, monuments and land markers that are within the limits of The Work or affected by construction operations for The Work.
- 8.08. The cost to AUTHORITY for re-determination of location, repair and replacement of any cornerstone, monument or land marker damaged, destroyed or made inaccessible during the progress of The Work shall be deducted from monies due CONTRACTOR.

9. PERMITS, LICENSES AND IMPACT FEES

- 9.01. All permits and impact fees required by jurisdictional agency laws, rules, codes and regulations necessary for the prosecution of The Work undertaken by CONTRACTOR, and required recording and filing fees, pursuant to prescribed directions from these Contract Documents, shall be secured and paid for by CONTRACTOR. CONTRACTOR shall be reimbursed the cost from the Proposal Item "Permit Allowance" upon presentation of a paid receipt. No markup or any other charge by CONTRACTOR will be reimbursed. It is CONTRACTOR'S responsibility to have and maintain appropriate

business and occupational licenses and Certificate(s) of Competency for the work to be performed, valid for the duration of The Work and valid for the jurisdiction in which The Work is to be performed.

9.02. CONTRACTOR shall assume all the obligations and shall comply with all of the requirements and provisions of all permit(s) which are applicable to The Work of the Contract, and pay all costs in connection therewith, including, but not necessarily limited to, the cost of all services performed by the regulatory agency, such as for inspections and surveys for dredging and disposal operations, including dumping inspections or fees, at or away from the site.

9.03. Impact fees levied by any agency having jurisdiction shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only the actual amount of the impact fee levied as evidenced by an invoice or other acceptable documentation issued by the agency levying such impact fees. Reimbursement to CONTRACTOR in no event shall include profit, overhead or other expenses of CONTRACTOR.

10. LAWS TO BE OBSERVED

10.01. CONTRACTOR warrants that he is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of political subdivisions of the State of Florida, Workmen's Compensation Laws and ordinance(s) and regulations of any manner affecting the conduct of The Work; and he shall indemnify and save harmless AUTHORITY, its successors, and all its officers, agents and employees against any claims arising from the violation of any such law, ordinance of regulation, either by CONTRACTOR or his agents, servants or employees, or the negligence of such CONTRACTOR, agent, servant or employee as further described herein.

10.02. CONTRACTOR shall pay all taxes under the Federal Social Security Act, or assume responsibility of ascertaining that they have been paid by all Subcontractors including second tier Subcontractors, dealers, agents or manufacturers.

11. EQUAL EMPLOYMENT OPPORTUNITY

11.01. The Tampa-Hillsborough County Expressway Authority is an equal opportunity employer and encourages the firms and CONTRACTOR'S from which it procures goods and services to likewise follow these principles. CONTRACTOR shall comply with AUTHORITY Equal Employment Opportunity and Small Business Enterprise (SBE) policies as further defined herein these Contract Documents.

12. NO WAIVER OF LEGAL RIGHTS

12.01. Neither the inspection by AUTHORITY; nor by any of his duly authorized agents, nor any order, measurements, or certificate by AUTHORITY, or said agents, nor any order by AUTHORITY for the payments of money, nor any payment for, nor acceptance of any work by AUTHORITY, nor any extension of time, nor any possession taken by AUTHORITY shall operate as a waiver of any provision of this Contract, or of any power herein reserved to AUTHORITY, or any right to damages herein provided; nor shall any waiver of any breach of these Contract Documents be held to be a waiver of any other breach and shall not be construed to be a modification of the terms of these Contract Documents.

13. PATENTED DEVICES, MATERIALS AND PROCESSES

- 13.01.** It is mutually understood and agreed that without exception, the bid prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in The Work. It is the intent that whenever CONTRACTOR is required or desires to use any design, device, material or process covered by letters patent or copyright, the right for such use shall be provided for by suitable agreement with the patentee, owner or assignee and a copy of this agreement is made or filed with AUTHORITY; however, whether or not such agreement is made or filed as herein provided the Bidder and the Surety in all cases shall indemnify and save harmless AUTHORITY and its successors, and all its officers, agents, and employees from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, to be performed under the Contract, and shall indemnify AUTHORITY for any costs, expenses, and damages arising or accruing in favor of the holder of such patent, trademark or copyright by reasons of any such infringement at any time after the award of the Contract in all Proposals and projects where patented devices, materials, processes, or details are specified or involved.

14. CONTRACTOR REVIEW AND CONSTRUCTIBILITY OF THE WORK

- 14.01.** CONTRACTOR affirms that prior to submitting a Proposal with the costs to complete The Work that CONTRACTOR has made a careful review of these Contract Documents, including Performance Specifications and Drawings and has made a thorough investigation of the project site.
- 14.02.** CONTRACTOR agrees to submit to AUTHORITY such comments as may be appropriate concerning construction feasibility and practicality. CONTRACTOR shall call to the attention of AUTHORITY any defects discovered in the design, drawings, and specifications or other documents. At completion of CONTRACTOR'S review as prescribed herein, CONTRACTOR warrants, without assuming any architectural or engineering responsibility, that the plans and specifications are consistent, practical, feasible, and constructible.
- 14.03.** Time is of the essence in the performance of this Contract. CONTRACTOR warrants by submitting a properly executed Proposal Form that it is reasonable to construct The Work as described herein these Contract Documents within the prescribed construction time.
- 14.04.** Value Engineering: CONTRACTOR agrees to make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives, including assistance to AUTHORITY in evaluating alternative comparisons versus long-term effects. CONTRACTOR shall furnish pertinent information as to the availability of materials and labor that will be required.

15. WORK BY OTHERS

- 15.01.** AUTHORITY may perform additional work related to the project by himself or he may let other direct contracts therefore. CONTRACTOR shall allow such other contractors (or AUTHORITY) reasonable opportunity for the introduction and storage of their materials, etc., and execution of their work; and shall properly connect and coordinate his work with theirs.
- 15.02.** If any part of CONTRACTOR'S work depends, for proper execution or results, upon the work of any other contractor (or AUTHORITY), CONTRACTOR shall inspect and

promptly report to AUTHORITY any defects in such work that may render it unsuitable for such proper execution and results.

- 15.03. CONTRACTOR'S failure to so inspect and report to AUTHORITY shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which may develop in the other contractor's work after the execution of his own work.
- 15.04. Prior to the release of these Contract Documents for Bidders bid preparation, AUTHORITY may establish interim milestone completion dates for the purpose of coordinating The Work between the various contractors or various portions of The Work. AUTHORITY shall utilize such milestone dates to ensure the availability of the Total Completed Work at an AUTHORITY-selected date. CONTRACTOR shall plan and schedule the completion of The Work in phases as required to meet such interim milestone completions dates, the same as for final project completion.

16. AUTHORITY OF ENGINEER

- 16.01. ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of CONTRACTOR, and as to compensation.
- 16.02. ENGINEER and AUTHORITY agents shall have the right to make periodic visits to the site and inspections of all completed work(s) and to review the On-Site As-Built Drawings upon request.
- 16.03. ENGINEER shall have authority to reject or disapprove work that is defective and may, at the ENGINEER'S sole option, withhold payment to CONTRACTOR for such defective work.
- 16.04. ENGINEER'S decisions shall be final. ENGINEER shall be the executive authority to enforce and provide remedy for such decisions and orders that CONTRACTOR fails to promptly execute.
- 16.05. All applications for payment shall be subject to approval by the ENGINEER.
- 16.06. Any approval by ENGINEER of any materials, workmanship, plant, equipment, drawings program, methods or procedure, or of any other act or thing done or furnished by CONTRACTOR, or proposed by CONTRACTOR to be done or furnished, in or in connection with the performance of The Work shall be construed merely to mean that at the time ENGINEER knows of no good reason for objecting thereto; and no such approval shall release CONTRACTOR from full responsibility for the accurate and complete performance of The Work in accordance with the Plans and Specifications or from any duty, obligation or liability imposed upon CONTRACTOR by the provisions of the Contract.

17. AUTHORITY AND DUTIES OF AUTHORITY INSPECTORS

- 17.01. INSPECTORS, employed by AUTHORITY will be authorized to inspect all work done and all material furnished. Such inspection shall extend to all or any part of The Work and to the preparation, fabrication or manufacture of the materials to be used. INSPECTOR shall have access to all parts of The Work and to off-site Fabrication or Manufacturing Shops as required.

- 17.02. INSPECTOR shall not be authorized to revoke, alter or waive any requirements of the Specifications or Plans.
- 17.03. INSPECTOR shall be authorized to call the attention of CONTRACTOR to any failure of The Work or materials to conform to the Specifications and Contract.
- 17.04. INSPECTOR shall document and advise CONTRACTOR of work and materials which (1.) do not meet specification requirements or (2.) do not readily display materials(s) information describing specification parameters.
- 17.05. INSPECTOR shall immediately receive the results of all construction materials testing, and shall be given the results of field-conducted tests the same day such tests are conducted.

18. INSPECTION

- 18.01. All materials and each part or detail of The Work shall be subject at all times to inspection by ENGINEER or AUTHORITY representatives and CONTRACTOR shall furnish every facility for making such inspections.
- 18.02. ENGINEER and AUTHORITY representatives shall be provided all opportunity (ies) necessary to determine that all materials furnished and all work performed conforms to the requirements of the Specifications and Plans.
- 18.03. ENGINEER and AUTHORITY representatives shall be furnished with such information and assistance by CONTRACTOR as is required to make a complete and detailed inspection, including means of ready access to all parts of the work.
- 18.04. The inspection by ENGINEER or by any AUTHORITY agent(s) shall not construed to be an agreement of modification of the terms of these Contract Documents. It is understood that inspection by ENGINEER or AUTHORITY representative(s) does not relieve CONTRACTOR of any responsibility for complying with The Work as prescribed in these Contract Document.

19. AUTHORITY AND DUTIES OF AUTHORITY PROJECT MANAGER

- 19.01. ENGINEER may designate an individual as PROJECT MANAGER, employed by ENGINEER and assigned to manage and administer the project that is the subject of these Contract Documents.
- 19.02. PROJECT MANAGER shall communicate with CONTRACTOR all such matters as necessary to complete The Work in compliance with these Contract Documents.
- 19.03. PROJECT MANAGER shall maintain records for ENGINEER and AUTHORITY and shall deliver and receive written and verbal communication for ENGINEER AND AUTHORITY.
- 19.04. PROJECT MANAGER shall receive submittals and other correspondence from CONTRACTOR and shall assist ENGINEER and AUTHORITY with the required response for such submittals.
- 19.05. PROJECT MANAGER shall make such inspections as required, and shall be provided the same access to The Work and other privileges accorded to an INSPECTOR.
- 19.06. PROJECT MANAGER shall not be authorized to authorize alteration of any of the requirements of these Contract Documents. All such alterations shall be in writing from AUTHORITY.

- 19.07.** PROJECT MANAGER shall not have authority to suspend The Work, but shall advise CONTRACTOR of work that is not in conformance with the requirements of these Contract Documents and provide ENGINEER and AUTHORITY with documentation of same, and may deliver to CONTRACTOR written notice of suspension or rejection of The Work or any portion(s) thereof from ENGINEER and AUTHORITY.
- 20.** **AUTHORITY AS REFEREE:** AUTHORITY shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, Specifications and other Contract Documents, and as to the character, quality, amount and value of any work done and materials furnished, under or by reason of the Contract, and its estimates and decisions upon all such claims, questions and disputes shall be final and conclusive upon the parties thereto.
- 21.** **CONTRACTOR'S PROJECT RESPONSIBILITIES**
- 21.01.** CONTRACTOR shall give The Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with ENGINEER and with other contractors in every way possible.
- 21.02.** CONTRACTOR shall employ on the site a competent Superintendent for the full duration of The Work, who shall be present for all construction operations.
- 21.03.** The Superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications, and shall act as CONTRACTOR'S agent on The Work, who shall receive instructions from ENGINEER or AUTHORITY representatives.
- 21.04.** CONTRACTOR shall keep said Superintendent continuously on The Work, during its progress, including those times when only Subcontractor forces are present and such Superintendent shall not be replaced without written notice to ENGINEER and AUTHORITY. Superintendent shall be furnished irrespective of the amount of work sublet.
- 21.05.** The Superintendent shall be CONTRACTOR'S representative at the Site and shall be authorized to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR.
- 21.06.** The Superintendent shall have full authority to execute and shall execute the orders or directions of ENGINEER or AUTHORITY without delay and to promptly supply such materials, tools, plant, equipment and labor as may be required.
- 21.07.** ENGINEER or AUTHORITY shall have the authority to direct the removal and immediate replacement of the CONTRACTOR'S Superintendent for cause.
- 21.08.** Contractors Field Office: CONTRACTOR shall maintain a field office, including commercial telephone and telefax service available to ENGINEER or his representative or AUTHORITY representatives upon request, in the vicinity of The Work, at all times when The Work is in progress.
- 21.09.** CONTRACTOR shall keep an attendant at CONTRACTOR'S office at all times, and orders, directions, and/or instructions of ENGINEER or AUTHORITY, left with said attendant as the agent of CONTRACTOR, shall be deemed to have been given to the agent the same as though they had been given to CONTRACTOR personally.

21.10. CONTRACTOR shall make available to ENGINEER or AUTHORITY representatives a portion of the field office with commercial telephone service, suitable to view the project drawings and make notes and calculations as required.

21.11. CONTRACTOR'S Work Coordination: CONTRACTOR and all Subcontractors shall coordinate their work with all adjacent work and with the work of AUTHORITY and shall cooperate so as to facilitate the progress of the work.

21.12. CONTRACTOR and all Subcontractors will, at all times, schedule their work so as not to interfere with the normal operation of AUTHORITY and its leaseholders.

22. LIMITATIONS OF OPERATIONS

22.01. CONTRACTOR hereby agrees to arrange all work and material so as not to interfere with the operations of other contractors engaged upon adjacent work and to join his work to that of others in a proper manner, and in accordance with the intent of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other contractors, all as may be directed by ENGINEER or AUTHORITY.

22.02. Each CONTRACTOR shall be held responsible for any damage done by him or his agents to the work performed by another CONTRACTOR.

22.03. Each CONTRACTOR shall so conduct his operations and maintain The Work in such condition that adequate drainage shall be in effect at all times. CONTRACTOR shall coordinate the discharge of said drainage such as not to interfere with the operations of other contractors or the AUTHORITY. CONTRACTOR shall comply with all regulatory agency requirements regarding the quality of the discharge of said drainage runoff.

22.04. In case of a dispute arising between two or more contractors as to the respective rights of each under the Specifications, ENGINEER and AUTHORITY shall determine the matters at issue and shall define the respective rights of the various interests involved in order to secure the completion of all parts of The Work in general harmony and with satisfactory results, and his decision shall be final and binding on all parties concerned and shall not in any way be cause for claim for extra compensation by any of the parties.

23. PLANS AND SPECIFICATIONS

23.01. AUTHORITY will provide to CONTRACTOR free of charge five (5) copies of the Plans and five (5) copies of the Specifications. CONTRACTOR shall request from ENGINEER and/or AUTHORITY, in writing, additional sets of drawings required for obtaining permits for The Work. CONTRACTOR shall pay the cost of reproduction for all other copies of Plans and Specifications furnished to him.

23.02. CONTRACTOR shall have available on The Work, at all times, one copy of said Plans and Specifications, and one copy of ENGINEER-approved Shop Drawings.

23.03. All Drawings, Specifications and copies thereof furnished by ENGINEER and/or AUTHORITY shall not be reused on other work and with the exception of the signed Contract sets, are to be returned to ENGINEER and/or AUTHORITY on request at the completion of the work.

23.04. The drawings are proprietary, and CONTRACTOR shall not make copies (or partial duplicates) and modifications to these Drawings and Specifications in whole or in part to be used for submittals required by AUTHORITY.

- 23.05.** The intent of the Plans and the Specifications is to prescribe a complete work or improvements which CONTRACTOR undertakes to do, in full compliance with the Plans, the Specifications, the Proposal and Contract.
- 23.06.** The complete set of Contract Documents is complementary and what is called for by any separate part is as binding as if called for by both or all parts.
- 23.07.** In the case of conflicting requirements, CONTRACTOR shall meet the more stringent requirement, as determined by ENGINEER without additional cost to the Authority.
- 23.08.** Should any misunderstanding arise as to the intent or meaning of said Plans, Specifications, or Proposal, or any discrepancy appear in either, the interpretation and/or decision of ENGINEER and AUTHORITY in such case shall be final and conclusive.
- 23.09.** CONTRACTOR shall perform all items of work covered and stipulated in the Proposal and perform altered and extra work as prescribed herein these Contract Documents; all in accordance with the lines, grades, typical cross-sections, and dimensions shown on the Plans, and shall furnish, unless otherwise provided in the Contract, all materials, implements, machinery, equipment, tools supplies, transportation and labor necessary for the prosecution of The Work.

24. CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

- 24.01.** There shall be no deviation from the Plans, Specifications or approved working drawings except by mutual agreement, in writing, between the AUTHORITY and CONTRACTOR.
- 24.02.** When changes and deviations are found necessary, they shall be covered in writing in a Task Order, Change Order or a Supplemental Agreement.
- 24.03.** Each Task Order, Change Order or Supplemental Agreement, so executed, shall become a supplement to the Contract.
- 24.04.** Nothing herein contained shall limit the rights of ENGINEER to interpret the Specifications, Plans, and working drawings to meet field conditions encountered in the prosecution of The Work.

25. COORDINATION OF PLANS AND SPECIFICATIONS

- 25.01.** The Specifications, the Drawings (Plans), and all supplementary documents are essential parts of the Contract Documents, and a requirement appearing in one is as binding as though appearing in all. They are intended to describe and provide for a complete Project.
- 25.02.** In the case of any discrepancy or conflicting requirements, CONTRACTOR shall meet the more stringent requirement as prescribed herein these Contract Documents.
- 25.03.** If, in the progress of The Work, CONTRACTOR discovers any discrepancies, errors or omissions in any Plans or in the Specifications, or in the lines and grades or data furnished by AUTHORITY or ENGINEER, or in The Work undertaken and executed by him, he shall notify ENGINEER and AUTHORITY in writing within twenty-four hours of determining such discrepancies, and shall not proceed with The Work until corrections have been made by ENGINEER.

25.04. If, with knowledge of any such discrepancy in the Contract Documents and prior to the correction thereof, CONTRACTOR proceeds with any work affected thereby, he shall do so at his own risk, and the work so done will not be considered as work done under and in the performance of the Contract unless and until approved and accepted by ENGINEER and AUTHORITY.

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26. **PLANS:** The Plans (Drawings) forming a part of this Contract are as listed in the Table of Contents.
27. **SHOP DRAWINGS**
- 27.01. CONTRACTOR shall submit to ENGINEER for approval, six (6) sets of required Shop Drawings stamped to show CONTRACTOR'S review and approval or comments.
- 27.02. Said Shop Drawings shall be submitted in sufficient time to allow for reviews and corrections, if required, prior to beginning the work they cover. CONTRACTOR shall be responsible to determine the schedule for submitting required Shop Drawings.
- 27.03. Such Shop Drawings shall be submitted for approval as nearly as possible in the sequence in which materials are required: (a) by the performance of the work or (b) for materials required to be ordered in the event of "long lead time" items.
- 27.04. ENGINEER shall be allowed ten days from the date of receipt of Shop Drawings for reviewing and returning such Shop Drawings to CONTRACTOR.
- 27.05. Three sets of Shop Drawings will be returned to CONTRACTOR marked either: (a) "Approved" (b) "Approved as Noted", or (c) "Not Approved". The remaining three sets will be retained by the ENGINEER. CONTRACTOR shall correct and re-submit Shop Drawings marked "Not Approved" and shall comply with all conditions listed on Shop Drawing returned and marked "Approved as Noted".
- 27.06. One complete set of approved Shop Drawings shall be maintained on the project site at all times.
- 27.07. Approval of such Shop Drawings shall be deemed an aid to CONTRACTOR but the approval shall in no way relieve CONTRACTOR of his responsibility for the proper performance of the work.
- 27.08. Prior to the approval of required Shop Drawings, any work done or materials ordered for the work involved shall be at CONTRACTOR'S risk.
- 27.09. Errors or omissions in Shop Drawings, when discovered, shall be corrected by CONTRACTOR without additional cost to AUTHORITY whether or not such work was completed in accordance with the approved Shop Drawings.
- 27.10. After approval of any Shop Drawings, no change will be permitted thereon unless approved in writing by ENGINEER.
- 27.11. Approval by ENGINEER of CONTRACTOR'S shop drawings does not relieve CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. CONTRACTOR shall be responsible for agreement and conformity of the Shop Drawings with the Approved Plans and Specifications.
- 27.12. The Contract prices shall include the cost of furnishing all Shop Drawings and CONTRACTOR will be allowed no extra compensation for such drawings.
- 27.13. It is CONTRACTOR'S responsibility to make all necessary working or field drawings, in addition to the contract drawings, which may be required for the field forces to complete any part of The Work.

28. SURVEYS, BENCH MARKS AND REFERENCE POINTS

- 28.01.** Unless otherwise specified, ENGINEER shall furnish the necessary land surveys to establish all base lines for locating the principal component parts of the work together with a minimum of two (2) bench marks adjacent to the work. CONTRACTOR shall notify ENGINEER in writing within 24 hours of the discovery of any error or discrepancy in established referenced points.
- 28.02.** AUTHORITY shall require CONTRACTOR to be responsible for the cost to re-establish benchmarks, reference points and stakes that have been damaged or disturbed from the original positions, regardless of the cause for such damage or disturbance. 29.02. From the information provided by the plans and specifications, CONTRACTOR shall develop and make all detail surveys needed for construction such as batter boards, stakes for pile location, base lines and other working points, lines and elevations.

29. CONSTRUCTION STAKES, LINES AND GRADES, QUANTITY SURVEYS

- 29.01.** CONTRACTOR is responsible for the project site and shall carefully preserve AUTHORITY provided bench-marks, reference points and stakes.
- 29.02.** CONTRACTOR shall be responsible for the protection and preservation of said horizontal and vertical control points, and ENGINEER will assess a cost to CONTRACTOR for re-establishing said control points that are damaged or disturbed during the progress of The Work regardless of the cause of such damage or disturbance.
- 29.03.** CONTRACTOR shall perform all items of work covered in these Contract Documents, all in accordance with the lines, grades, typical cross-sections, and dimensions shown on the Plans.
- 29.04.** If, in the progress of The Work, CONTRACTOR discovers any discrepancies, errors or omissions in the lines and grades or data furnished by AUTHORITY, he shall notify ENGINEER in writing within twenty-four hours of determining such discrepancies, and shall not proceed with The Work until corrections have been made by ENGINEER.
- 29.05.** Upon completion of all of The Work and before Final Payment is made, CONTRACTOR shall submit to ENGINEER and AUTHORITY, Record As Built Drawings, prepared and certified by a Florida Licensed Land Surveyor and Mapper, as further described herein these Contract Documents. The final quantities of all items described in The Proposal for The Work shall be determined from the certified Record As-Built Drawings.
- 29.06.** Said certified Record As-Built Drawings shall become the permanent property of AUTHORITY.

30. RESPONSIBILITY FOR INSURANCE AND INDEMNIFICATION

- 30.01.** Before AUTHORITY issues the Notice to Proceed, CONTRACTOR shall obtain, deliver to AUTHORITY on AUTHORITY required forms, and maintain for the duration of the Contract period, the insurance(s) as further described herein these Contract Documents.
- 30.02.** CONTRACTOR and his Insurer shall indemnify and save harmless AUTHORITY and ENGINEER, their successors and all their officers, agents and employees from all suits, actions, costs, damages or claims of any character, name and description brought for, or on account of, any injuries or damages alleged to have been received or sustained by any person, persons, or property, in whole or in part, (a) by or from the said CONTRACTOR, (b) or by or in consequence of any neglect in safeguarding The Work,

(c) or through the use of unacceptable materials in the construction of the improvement, (d) or by or on account of any act or omission, neglect or misconduct of the said CONTRACTOR, (e) or by or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright under any law, by-law, ordinance, order or decree, (f) or by any breach or default by CONTRACTOR, and so much of the money due the said CONTRACTOR under and by virtue of his Contract, as shall be considered necessary by AUTHORITY, may be retained for the use of AUTHORITY, or in case no money is due, his Insurer shall be held liable until such suit or suits, action or actions, claim or claims for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to AUTHORITY. As consideration for this indemnification, CONTRACTOR acknowledges receipt of separate consideration in the amount of \$25.00 given as part of the contract price herein.

30.03. Any extension of time granted CONTRACTOR in which to complete the Contract shall not relieve him or his Surety from herein described indemnification.

30.04. Ten days after AUTHORITY has issued the Notice to Proceed, if CONTRACTOR refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company (ies), AUTHORITY may, at AUTHORITY'S sole discretion purchase such insurance coverage and charge CONTRACTOR for such coverage purchased plus fifteen percent (15 %) for administrative costs. AUTHORITY will be under no obligation to purchase such insurance or be responsible for the coverage purchased, or the financial stability or responsibility of the insurance company used. The decision of AUTHORITY to purchase such insurance coverage will in no way be construed as a waiver of its rights under this Contract.

30.05. In the event CONTRACTOR fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, at AUTHORITY'S sole discretion AUTHORITY may (a) terminate or suspend this Contract or, (b) purchase such insurance coverage and charge CONTRACTOR for such coverage purchased plus 15% for administrative costs. AUTHORITY will be under no obligation to purchase such insurance or be responsible for the coverage purchased, or the financial stability or responsibility of the insurance company used. The decision of AUTHORITY to purchase such insurance coverage will in no way be construed as a waiver of its rights under this Contract.

30.06. CONTRACTOR shall not occupy the premises nor shall any work commence unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to CONTRACTOR by AUTHORITY.

31. INSURANCE REQUIREMENTS: CONTRACTOR shall obtain, deliver to AUTHORITY on AUTHORITY provided forms and maintain for the duration of the Contract, the insurance(s) as further described in the Contract Documents.

32. BOND REQUIREMENTS:

32.01. Proposal (BID) Bond:

32.01.01. If required, each Submittal (Bid or RFP) must be accompanied by a Certified Check, Cashier's Check, or by a Proposal (Bid) Bond on the form provided by the AUTHORITY (See AUTHORITY's Bid Bond Form in the Proposal (Bid) Document), duly executed by the Contractor and meeting

the standards specified herein, in the amount of not less than ten percent (10%) of the total Base Bid price.

32.01.02. Such Checks or Proposal (Bid) Bonds will be returned to all except the lowest bidder or highest ranked firm on RFP's within ten (10) days after the formal opening or ranking of firms, and the remaining Checks or Proposal (Bid) Bonds will be returned within forty-eight (48) hours after the AUTHORITY and the successful Firm have executed the Contract for the work, or if no such Contract is executed, within ninety (90) days after the date of the opening of proposals, upon demand of the Firm at any time thereafter if he has not been notified of Proposal acceptance or award of Contract.

32.01.03. Failure on the part of the successful lowest responsible Bidder or highest ranked firm on RFP's, as determined by the AUTHORITY, to execute the Contract and file an acceptable Public Construction Bond as provided herein, within ten (10) days after being presented with the prescribed Contract forms, shall be just cause for the annulment of the award and forfeiture of the Bond guarantee to the AUTHORITY, which forfeiture shall be considered not a penalty but liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder or next highest ranked firm on RFP's, or all proposals or bids may be rejected.

32.02. PUBLIC CONSTRUCTION BOND (Guarantee of Faithful Performance, Payment, Workmanship and Successful Operations) - A Public Construction Bond, meeting the requirements of Section 255.05, Fla. Stat., and specifications set forth herein, on the forms provided by the AUTHORITY (See AUTHORITY's Public Construction Bond Form in the Proposal (Bid) Document), and in the amount not less than the Contract award amount will be required of the successful Bidder and delivered to the AUTHORITY with the signed Contract. The Public Construction Bond shall commence from the date of Notice to Proceed and shall be valid for the duration of the project and continue for one year after the date of Substantial Completion.

32.03. Surety Bond Specifications - (applies to Bid, Public Construction, Supply and Fidelity, and all other types bonds.).

32.03.01. All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

32.03.02. Minimum ratings in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Policyholder</u>	<u>Financial</u>
\$0 to \$250,000	B+	Class IV
\$250,001 to \$2,500,000	A	Class V
\$2,500,001	A	Class VI

32.03.03. Current certificate of authority as acceptable surety on Federal Bonds in accordance with U. S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety

company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR §§ 223.10 - 223.111). Further the surety company shall provide the AUTHORITY with evidence satisfactory to the AUTHORITY, that such excess risk has been protected in an acceptable manner.

32.03.04. Notwithstanding the foregoing Paragraph, Surety Bond Specification, paragraphs 1 and 2, in the event the bond requirement does not exceed \$500,000, bonds with a surety company in compliance with the following requirements shall be acceptable.

- a. The surety company holds a certificate of authority authorizing it to write surety bonds in Florida.
- b. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- c. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
- d. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. §§ 9304 to 9308.

32.04. In order to qualify as an acceptable surety company under this subparagraph (d), a Certificate and Affidavit for Surety Bond Insurer (See last page of AUTHORITY's Bid Bond Form OR Public Construction Bond Form) shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

32.05. Additional Bond

32.05.01. If, at any time after delivery of Public Construction Bond, the AUTHORITY deems the surety or sureties upon the bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense within five (5) days after the receipt of notice from the AUTHORITY so to do, furnish an additional bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the AUTHORITY.

32.05.02. In such event, in addition to the other remedies available to AUTHORITY, no further payments to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the AUTHORITY.

33. CONSTRUCTION SAFETY AND PROPERTY DAMAGE

- 33.01.** CONTRACTOR shall have sole responsibility for developing and implementing requirements for safety of individuals and protection of property not under the ownership and control of CONTRACTOR.
- 33.02.** CONTRACTOR shall comply with construction safety laws, by-laws, ordinances and regulations, of all agencies having jurisdiction, including but not limited to the construction safety regulations of the U.S. Occupational Safety and Health Construction (29 CFR 1926).
- 33.03.** CONTRACTOR shall indemnify and save harmless AUTHORITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances and regulations.
- 33.04.** CONTRACTOR shall notify ENGINEER and AUTHORITY in writing by end of the following work day of any accident resulting in injury to CONTRACTOR employees or others, or of any damage to property or materials not under ownership or control of CONTRACTOR, said injury(ies) or property damage(s) occurring at the construction site or adjacent to the construction site.
- 33.05.** If death or injuries requiring medical attention are caused to CONTRACTOR'S employees or others, the accident shall be reported verbally before end of the workday to ENGINEER and AUTHORITY, and in writing, to ENGINEER and AUTHORITY by end of the following work day.
- 33.06.** If any claim is made by any third person against CONTRACTOR or any Subcontractor, on account of any accident, injury or property damage occurring on AUTHORITY's project site or adjacent to the project site, CONTRACTOR shall report the fact in writing to ENGINEER and AUTHORITY by end of the day following notification of said claim, giving full details of the claim and statements of witness (es) and promptly provide notice to CONTRACTOR'S insurance carrier.
- 33.07.** CONTRACTOR shall provide at the site such equipment and medical supplies as are necessary to supply first aid service to any person who may be injured on or adjacent to the project site.
- 33.08.** CONTRACTOR shall make the necessary inquiries to determine the availability of emergency medical facilities to the project site and shall ascertain and display the street address or other site location information necessary to direct Emergency Medical Technicians to the Site as may be required.

34. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 34.01.** Until the final acceptance of The Work by AUTHORITY, including any periods of suspension of work for any cause whatever, The Work shall be under the charge and care of CONTRACTOR. CONTRACTOR shall rebuild and make good at his own expense all damages, for any cause whatever, occurring before the completion and acceptance of The Work, as further described herein these Contract Documents.

35. SCHEDULE OF VALUES

- 35.01.** CONTRACTOR shall prepare and submit to ENGINEER and/or AUTHORITY for approval, a "Schedule of Values", not later than fifteen (15) days prior to the date the first monthly Application For Payment is due to be submitted. ENGINEER and/or

AUTHORITY may, at his sole discretion, defer processing of CONTRACTOR'S invoice pending receipt of an approved "Schedule of Values".

- 35.02.** The "Schedule of Values" shall be sufficiently detailed so as to form a basis for determining the value of the work completed and calculating monthly payments.
- 35.03.** Lump Sum amounts shall be separated into components and material quantities and shall be given in units easy to verify in the field.
- 35.04** For those items that the AUTHORITY may elect to purchase materials stored on site, separate values shall be given for materials cost and for installation.
- 35.05.** AUTHORITY'S payment for materials stored on site shall be supported by invoices or other documents acceptable to ENGINEER and/or AUTHORITY. Only materials stored on site or stored in a bonded warehouse approved by ENGINEER and/or AUTHORITY, in writing, shall be eligible for payment to CONTRACTOR prior to installation of said materials.
- 35.06.** The sum of the extensions of all quantities and unit values in the Schedule of Values shall equal the contract amount.
- 35.07.** CONTRACTOR'S unit prices for items prescribed and submitted on the Proposal Form and on the Schedule of Values shall be the complete amount to be paid to CONTRACTOR by AUTHORITY for proper completion of such work; said unit price payments to include all mark-up, profit, overhead and all other applicable costs.

36. SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

- 36.01.** Within ten (10) days after the date established in the Notice to Proceed as Day Number One, CONTRACTOR shall furnish ENGINEER and/or AUTHORITY with a complete written statement showing the source, producer and intended use of the materials required in The Work.

37. SAMPLES

- 37.01.** CONTRACTOR shall submit to ENGINEER and/or AUTHORITY for approval, samples of all items which are specifically required by these Contract Documents, said samples to become the property of AUTHORITY, except as mutually agreed in writing that said samples to be returned to CONTRACTOR after evaluation by ENGINEER and/or AUTHORITY.
- 37.02.** CONTRACTOR shall furnish information to ENGINEER and/or AUTHORITY, describing items of sample materials offered as being equal to those specified, as may be necessary to establish such equality; ENGINEER and/or AUTHORITY'S decision will be final.
- 37.03.** The samples shall be marked clearly to show:
- 37.04.** Name of trade, type, quality or grade and any further designation necessary to identify the items of materials.
 - 37.04.01.** Manufacturer's or producer's name.
 - 37.04.02.** Availability of sample.

37.04.03. Name of CONTRACTOR and Subcontractor, if any.

37.04.04. Name and number of project.

37.05. CONTRACTOR shall submit samples of such size and/or number sufficient to show quality, types, range of color, finish or texture.

37.06. ENGINEER and/or AUTHORITY shall approve or disapprove the sample submitted within ten (10) days of the date of receipt of said sample and approved samples. In the event the material of the submitted sample is not readily available, then a Request for Substitution shall be submitted, as further described herein these Contract Documents, for approval by ENGINEER and/or AUTHORITY and any cost savings shall be credited to the AUTHORITY.

38. TIME FOR COMMENCEMENT AND COMPLETION

38.01. CONTRACTOR shall commence The Work and mobilize to the site within four (4) calendar days after the date prescribed as "Day Number One" of the contract duration in the Notice To Proceed and shall complete the entire project within the number of calendar days prescribed herein these Contract Documents. In no case shall CONTRACTOR occupy the site or begin The Work prior to the date prescribed to do so by AUTHORITY in the Notice To Proceed.

38.02. The Notice To Proceed shall specify the date to be considered Day Number One of the contract duration and shall specify the date that "The Construction Schedule" shall be submitted to ENGINEER and/or AUTHORITY for approval.

38.03. AUTHORITY reserves the option to revise or establish, in writing, milestone date(s) for completion of portions of The Work. CONTRACTOR shall promptly implement such revisions by Authority and shall revise The Construction Schedule and submit same to ENGINEER and/or AUTHORITY within ten (10) calendar days of receipt of notice of AUTHORITY'S revisions.

38.04. If The Work is revised in any way and said revision causes delay in the completion of The Work, CONTRACTOR shall submit documentation of the delay caused to the Critical Path of The Work and a request for extension of contract duration within twenty-four (24) hours of the start of said revision. ENGINEER shall review the request and, if applicable, prepare a Change Order or Supplemental Agreement and extend the completion date by the number of calendar days the Critical Path is extended.

38.05. Time extensions shall only be effective upon execution of a written Change Order by CONTRACTOR and AUTHORITY. No verbal extensions may be given or relied upon.

38.06. CONTRACTOR must have all insurance requirements confirmed and approved by AUTHORITY prior to mobilization on the project site.

39. EXCUSABLE DELAY: COMPENSABLE: NON-COMPENSABLE

39.01. EXCUSABLE DELAY: Delay which extends the completion of The Work and which is caused by circumstances beyond the control of CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors is excusable delay; said delays to include but not be limited to Acts of God, actions by governmental agencies that interfere with progress of the work, strikes, materials shortages, war and riots, CONTRACTOR is entitled to a time extension to the Contract Duration for each day The Work is delayed due to Excusable

Delay. CONTRACTOR shall provide notification and documentation of such delay as herein further prescribed.

39.02. Excusable Delay may be compensable or non-compensable.

39.02.01. COMPENSABLE EXCUSABLE DELAY: Excusable delay is compensable when (a) the delay extends the Contract Duration, (b) the delay is caused by circumstances beyond the control of CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors and (c) the delay is caused by act(s) or omission(s) by AUTHORITY. In no the Contract Time.

39.02.02. CONTRACTOR shall be entitled to ENGINEER approved Direct Costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR are those costs which occur on the project site and are approved by ENGINEER.

39.02.03. AUTHORITY and CONTRACTOR recognize and agree that the amount of CONTRACTOR'S precise actual indirect costs for delay in the performance and completion of The Work is impossible to determine as of the date of execution of these Contract Documents, and that proof of the precise amount will be difficult to ascertain. Therefore, indirect costs recoverable by CONTRACTOR shall be liquidated on a daily basis for each day the Contract Duration is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect cost incurred by CONTRACTOR. The amount of indirect costs recoverable shall be \$300.00 per day for each day the Contract Duration is delayed due to a Compensable Excusable Delay.

39.02.04. NON-COMPENSABLE EXCUSABLE DELAY: A delay to the Contract Duration when: (a) an excusable delay is caused by circumstances beyond the control of CONTRACTOR, its Subcontractors, materialmen, suppliers or vendors, and is also beyond the control of AUTHORITY and is not the fault of AUTHORITY. For non-compensable excusable delay CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.

39.02.05. No compensation will be paid to CONTRACTOR for delays due to weather, even if some of those days of weather delay are concurrent with days which may otherwise have been compensable.

39.03. AUTHORITY will not consider requests for extensions of time and/or compensation on account of an Excusable Delay except when CONTRACTOR provides written notice to ENGINEER within twenty-four hours (24) of start of, or knowledge of the start of, said delay, and written application there-for is filed within seven (7) days of the date of the termination of said delay. AUTHORITY shall have the right to demand supporting documentation for requests for time extensions and compensation.

39.04. Only delays determined to extend the critical path for the schedule of constructing the project will be considered an Excusable Delay for extending the Contract Duration.

39.05. CONTRACTOR'S sole remedy for all delays not caused by AUTHORITY shall be a claim for extension of Contract Duration at no cost to AUTHORITY.

40. WEATHER DELAYS

- 40.01.** The Contract duration does not take into account delays to the completion of The Work due to interference to the progress of The Work by causes of weather or weather related conditions.
- 40.02.** The Contract Duration will be extended for one calendar day for each calendar day that weather or weather-related conditions prevent a minimum of seventy-five percent (75%) of CONTRACTOR'S normally scheduled labor and equipment from performing the the normally scheduled work day.
- 40.03.** It is the sole responsibility of CONTRACTOR to provide notice, in writing, to ENGINEER within 24 hours of the onset of the weather phenomena causing said weather delay to the progress of the Critical Path work activities and to demonstrate to ENGINEER the validity of said weather delay.
- 40.04.** The extension of the Contract Duration by weather or weather-related conditions shall be at no additional cost to AUTHORITY.
- 40.05.** No extension of time for performance under this Contract shall be granted nor shall CONTRACTOR be entitled to any time extension, unless such extension is specifically agreed to in writing by the ENGINEER.
- 40.06.** AUTHORITY shall periodically prepare and execute a Change Order for agreed-upon extensions to the Contract Duration.

41. OTHER DELAYS TO CONTRACT COMPLETION

- 41.01.** If AUTHORITY should suspend The Work in whole or in part, the date for Contract Completion shall be extended the number of days that the suspension delays the completion of the work, provided that such suspension is not due to the acts, negligence or omissions of CONTRACTOR.
- 41.02.** For such suspension of The Work not due to the acts, negligence or omissions of CONTRACTOR, if CONTRACTOR can demonstrate additional costs caused by said suspension, AUTHORITY and CONTRACTOR shall mutually agree on a cost per day to compensate CONTRACTOR for said suspension; such agreement shall be in writing and executed prior to re-starting The Work.

42. PROSECUTION OF THE WORK AND CONTRACTOR DUTIES

- 42.01.** Time is the essence this Agreement for completion of The Work prescribed herein these Contract Documents. CONTRACTOR shall prosecute The Work with such manpower, equipment and materials as necessary to complete The Work within the number of days prescribed herein these Contract Documents.
- 42.02.** CONTRACTOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work, or for its nonperformance.
- 42.03.** CONTRACTOR shall provide adequate labor, materials and equipment to prosecute The Work in the order and at such points as described by CONTRACTOR'S Construction Progress Schedule to insure the completion of The Work by the date specified.

- 42.04.** CONTRACTOR shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives, including assistance to AUTHORITY in evaluating alternative comparisons versus long-term effects.
- 42.05.** CONTRACTOR shall furnish pertinent information as to the availability of materials and labor that will be required to complete The Work by the date specified.
- 42.06** CONTRACTOR shall submit to AUTHORITY such comments as may be appropriate concerning construction feasibility and practicality as described herein these Contract Documents.
- 42.07.** In the event CONTRACTOR suspends or temporarily terminates The Work before completion, said CONTRACTOR shall notify ENGINEER at least two (2) days in advance of the date which he expects to resume operations on suspended work.

43. THE SCHEDULES.

- 43.01.** CONTRACTOR shall prepare, submit and update construction schedules as further described herein these Contract Documents. In the event CONTRACTOR neglects or otherwise fails to submit any required construction schedule including, but not limited to, The Initial Schedule, Three Week Look Ahead Schedule and The Construction Schedule, at the prescribed time(s) for such schedule delivery to ENGINEER, as herein described, ENGINEER shall notify CONTRACTOR in writing of first such failure to submit said required schedule(s). In the event CONTRACTOR fails to submit the required schedule a second time, ENGINEER shall, in addition to other available remedies, prepare notice to CONTRACTOR, in writing, that ENGINEER may engage an independent schedule consultant to timely prepare and submit the prescribed schedules to ENGINEER with CONTRACTOR'S assistance, the complete cost of such action to be deducted from monies due to CONTRACTOR.

43.02. The Initial Schedule

- 43.02.01.** CONTRACTOR shall, no later than ten (10) days after receipt of an executed Contract, prepare and submit to ENGINEER, for approval, an Initial Schedule showing the sequence and duration of the operations in which he proposes to carry out the various parts of The Work and a written narrative of the complete labor, plant and equipment he proposes to use.
- 43.02.02.** The project management tool Critical Path Method, commonly called "CPM", shall be utilized to prepare the Initial Schedule. The Initial Schedule shall be in the form of a time-scaled network diagram drawn to suitable scale and arranged to describe the planned duration of all activities of The Work. The network diagram shall be submitted on sheets no smaller than 18" X 24" and no larger than 36" X 42".
- 43.02.03.** At the left hand side, the schedule shall list each principal feature of the major elements of The Work and under each such heading shall be listed its necessary work operations and activities including all temporary work. Mobilization and Demobilization of plant and equipment, and final clean up shall be listed separately.
- 43.02.04.** Horizontally across the top, the chart shall be divided into equally spaced monthly periods, with the scheduled starting date given thereunder for each operation and activity listed in the left hand column. The operations and activities shall be displayed such that the duration and relationship to other operations and activities are clearly described.

43.02.05. The Initial Construction Schedule shall be of such detail to include all work activities as described on the Bid Proposal Form and in the Schedule of Values. The planned sequential activities and durations shall reflect the interdependency(ies) of the work activities and shall clearly illustrate the Critical Path of The Work.

43.02.06. The Initial Construction Schedule shall be maintained by CONTRACTOR until The Construction Schedule is submitted or for the duration of the project as directed by Payment submittal except the Final Application for Payment submittal. ENGINEER may, at his sole discretion, withhold progress payments, pending the preparation and submittal of an updated Initial Construction Schedule with each Application for Payment.

43.02.07. Submittal of The Construction Schedule as further prescribed herein these Contract Documents, and approval of The Construction Schedule by ENGINEER, shall, upon mutual agreement in writing between CONTRACTOR and AUTHORITY, relieve CONTRACTOR of the requirement to maintain all or part of said Initial Construction Schedule requirements.

43.02.08. ENGINEER'S acceptance and approval of a submitted Initial Construction Schedule is for conformance to Contractual requirements only and does not relieve CONTRACTOR of the responsibility for the accuracy or feasibility of the project schedule; nor does ENGINEER'S acceptance and approval of said schedules expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic or activity durations of CONTRACTOR'S Initial Construction Schedule.

43.03. Three Week Look-Ahead Schedule

43.03.01. Before CONTRACTOR mobilizes to the job site, CONTRACTOR shall prepare and submit a detailed Three Week Look-Ahead Schedule, describing in detail all of the planned daily work for the initial three-week period of the project. Such Three Week Look-Ahead Schedule may be on 8.5" X 11" sheets, may be prepared either by hand or by machine, and may be in a format selected by CONTRACTOR and approved by ENGINEER.

43.03.02. Such Three Week Look-Ahead Schedule to be of such detail to describe daily work activities planned by all work forces on the project for the three weeks of the affected plan period and shall identify all Subcontractors planned to be on the project site each day of said three week plan period. The Three Week Look Ahead Schedule shall be coordinated with The Initial Schedule and The Construction Schedule, as applicable, such schedules describing CONTRACTOR'S plan for completion of The Work.

43.03.03. CONTRACTOR shall update said Three Week Look-Ahead Schedule weekly. An updated Three Week Look-Ahead Schedule shall be presented to PROJECT MANAGER on Monday of each work-week or, in the event of a holiday on Monday, the first day of the work week, and an updated version shall be available for discussion at each Progress Meeting.

43.04. The Construction Schedule

43.04.01. ENGINEER shall prescribe a date in the Notice to Proceed for submittal of The Construction Schedule, as further described herein these Contract Documents.

43.04.02. The scheduling tool required for this project is the "Critical Path Method", commonly called CPM, as further described herein these Contract Documents.

44. ACCESS TO SITE

- 44.01.** CONTRACTOR shall provide all temporary access roads to the site and maintain said access; such maintenance to include, but not be limited to, grading, compacting and providing adequate drainage of said roads for the duration of the Contract period. CONTRACTOR must control drainage runoff to comply with water quality requirements and to avoid nuisance complaints and damage to adjacent sites.
- 44.02.** Location of temporary access roads shall be approved in advance by the ENGINEER.
- 44.03.** CONTRACTOR shall not have access to additional sites, including adjacent sites and road right-of-way, for staging, materials storage, parking or any other reason, except as agreed in writing by ENGINEER; said agreement to prescribe the area available to CONTRACTOR and any conditions required for access to said area.

45. SITE INVESTIGATION, UTILITIES LOCATIONS AND REPRESENTATION

- 45.01.** Prior to preparing a bid cost submittal, CONTRACTOR shall satisfy himself as to the nature and location of the work, the general and local conditions, particularly those bearing on transportation, materials disposal, handling and storage of materials, availability of labor, power and roads, uncertainty of weather, physical conditions at the site, the conformation and condition of the ground, the character or quality and quantity of surface and subsurface materials to be encountered, the type of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or cost thereof under this Contract.
- 45.02.** Any failure of CONTRACTOR to acquaint himself with all of the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 45.03.** The CONTRACTOR shall notify each property owner, utility company and Sunshine State One-Call of Florida, Inc. (1-800-432-4770), at least two (2) weeks prior to the start of construction to arrange for positive underground location, relocation or support of its' utility where such utility may be in conflict with or endangered by construction activities by CONTRACTOR. All costs of permanent utility relocation shall be considered the responsibility of the utility company involved, provided that such utility company is given said two (2) weeks advance notice. CONTRACTOR shall conduct and schedule all work activities in such a manner not to be delayed by the utility companies relocating or supporting their utility. No compensation shall be made for any loss of time for utility locations, relocations, support or repairs in the event of damage to the utility system by CONTRACTOR. All underground utility information is shown on the Contract Documents to the extent known and is as complete and accurate as can be determined by ENGINEER. It shall be CONTRACTOR'S responsibility to verify known utility locations. CONTRACTOR shall fully understand that certain structures may not be located precisely as shown on the Contract Documents or may be omitted entirely. Such mutual agreement to pre-existing conditions shall place on CONTRACTOR the following obligations under this Contract:
- 45.03.01.** The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to insure that the proposed work can actually be positioned as planned CONTRACTOR shall make any excavation necessary for location of structures and utilities prior to construction of the affected portion of the project.

- 45.03.02.** CONTRACTOR shall make all necessary arrangements with the utility companies concerned for maintenance of the utility systems during the construction period. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the starting date established in AUTHORITY'S Notice to Proceed, CONTRACTOR nevertheless shall commence work under these Contract Documents, and shall schedule all work activities to avoid interference with the utility relocation work. AUTHORITY will not be liable for any delay or added cost which CONTRACTOR experiences due to the activities of the utility companies, nor shall AUTHORITY be held responsible for any costs of damages to identified utilities due to actions of CONTRACTOR.
- 45.03.03.** At points where CONTRACTOR'S operations are adjacent to utility facilities or other property, damage to which could result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection of said utility facilities or other property are complete. CONTRACTOR shall be solely and directly responsible to the property owners and operators of such facilities or property for any damage, injury, expense, loss, inconvenience or delay caused by operations or actions of CONTRACTOR.
- 45.03.04.** All existing utilities, communications facilities and other existing systems, including but not limited to structures, conduit, pipe, wiring or cable (hereinafter referred to as "improvements"), whether above or below ground, shall be protected by CONTRACTOR from damage or destruction. CONTRACTOR shall ascertain from these Contract Documents and from his own reasonable administrative and physical efforts, including but not limited to notifications to involved organizations for proper marking, the location of any improvements at or near the site of The Work. Any destruction of, or damage to existing pre-identified improvements, above or below ground, shall be promptly repaired, restored or replaced to the satisfaction of the utility company or owner, and at no cost to AUTHORITY. This may require complete replacement of conduits, pipes, wiring, cables or similar improvements where original installation was made under a requirement for continuous, un-spliced lengths. Whenever CONTRACTOR neglects to complete repairs in a timely manner, AUTHORITY shall have the right to have the necessary corrective work performed by CONTRACTOR or by others at the expense thereof to CONTRACTOR.
- 45.04.** AUTHORITY assumes no responsibility for any understanding or representations, regarding utilities locations or any other matter, made by any of its officers, agents, employees or consultants during or prior to the preparation of Bid Costs and execution of this Contract, unless (a) such understanding or representations are expressly stated in the Contract, and (b) the Contract expressly provides that responsibility therefore is assumed by AUTHORITY.
- 45.05.** Representations made, but not in the Contract shall be deemed to be only for the information of CONTRACTOR and AUTHORITY will not be liable or responsible for the accuracy therefore.
- 46. ELECTRICITY. TELEPHONE. WATER AND SEWER SERVICE**
- 46.01.** CONTRACTOR shall make private arrangements for all temporary utility services except as otherwise stated in writing herein these Contract Documents.
- 46.02.** CONTRACTOR shall pay all security deposits, service connection fees, monthly usage charges and all other applicable costs for temporary utility services.

46.03. AUTHORITY and CONTRACTOR shall mutually agree in writing, upon the date the temporary utility services for CONTRACTOR'S use shall terminate and the permanent utility charges to AUTHORITY shall begin.

47. CHARACTER OF WORKMEN AND EQUIPMENT

47.01. CONTRACTOR shall at all times employ sufficient labor and equipment necessary for the prosecution of the several classes of work to full completion in the manner and time described herein these Contract Documents.

47.02. All workmen must have sufficient skill and experience to perform properly The Work assigned to them. All workmen engaged in special or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform it properly and in a satisfactory and safe manner.

47.03. Any superintendent, foreman or workman employed by CONTRACTOR or by any Subcontractor who, in the opinion of ENGINEER or his authorized representative does not perform his work in a proper and skillful manner; or is disrespectful, intemperate, disorderly, or otherwise objectionable shall, at the written request of ENGINEER, be forthwith discharged by CONTRACTOR or Subcontractor employing such person, and shall not be employed again on any portion of The Work without the written consent of ENGINEER. For security AUTHORITY may require that all persons under CONTRACTOR'S supervision display recognizable identification or company uniforms.

47.04. Should CONTRACTOR fail to remove such person or persons or fail to furnish suitable and sufficient machinery, equipment, or personnel for the proper prosecution of The Work, in addition to other remedies, ENGINEER may withhold all progress payments, which are or may become due or may suspend The Work until CONTRACTOR shall comply with such orders.

47.05. All equipment and plant submitted by CONTRACTOR and proposed to be used on The Work shall be of sufficient size and in such mechanical condition as to meet the requirements of The Work and to produce a satisfactory quality of work. Said equipment and plant provided to the project site shall be equal in size and condition as that submitted with the Proposal Form.

47.06. Equipment used on any portion of the project shall be in such condition that it presents no hazard to individuals, visitors to the site, The Work, or adjacent property. ENGINEER may order the removal and require replacement of any equipment that ENGINEER determines to be unsatisfactory.

48. SUBLETTING OR ASSIGNING OF CONTRACT

48.01. AUTHORITY acknowledges that CONTRACTOR may select Subcontractors with various areas of specialty expertise to complete portions of The Work. The selection of said Subcontractors shall be the sole choice and responsibility of CONTRACTOR subject to approval by ENGINEER.

48.02. CONTRACTOR shall submit to ENGINEER for approval, not less than ten days (10) prior to the first day of scheduled work by each Subcontractor, a request for approval of said Subcontractor; such approval request providing the following information: (a) description of the Scope of Work to be completed by the Subcontractor, (b) the Subcontractor qualifications, (c) the names of key Subcontractor personnel proposed for

The Work, (d) record of similar work completed by said Subcontractor within the past three calendar years.

- 48.03.** CONTRACTOR shall not sell or assign any portion of this Contract or The Work provided for therein without the written consent of AUTHORITY. Approval of such Contract assignment shall not relieve CONTRACTOR of any responsibility under the Contract.
- 48.04.** CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of these Contract Documents, including but not limited to the General Provisions and the Special Provisions, for the benefit of AUTHORITY. AUTHORITY will not consent to the making of any subcontract unless the proposed Subcontractor is acquainted with all the provisions of the Contract and agrees thereto.
- 48.05.** Nothing in these Contract Documents shall create any contractual relationship between any Subcontractor and AUTHORITY or any obligation on the part of AUTHORITY to pay or to see to the payment of any monies due any Subcontractor, except as may be otherwise required by law. AUTHORITY may upon request in writing from the Subcontractor, provide evidence of amounts paid to CONTRACTOR for specific work done and submitted in Requests for Payment.
- 48.06.** CONTRACTOR will be held responsible for the satisfactory settlement by any and all Subcontractors, of all claims and obligations arising in connection with the execution of his portion of the Contract.
- 48.07.** A Subcontractor shall be recognized only in the capacity of an employee or agent of CONTRACTOR and his removal may be required as in the case of an employee.
- 48.08.** The consent to sublet any part of The Work shall not be construed to be an approval of the said subcontract or of any of its items, but shall operate only as an acknowledgement of said Subcontractor's access to the various part(s) of the work.
- 48.09.** The Subcontractor shall look only to CONTRACTOR or his Surety for the payment of any claims of any nature whatsoever arising out of the said subcontract, and said Subcontractor agrees, as a condition of the granting by AUTHORITY, of the consent to the making of said subcontract, that he shall make no claim whatsoever against AUTHORITY and ENGINEER, their officers, agents or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between CONTRACTOR and Subcontractor by the subcontract.
- 48.10.** If, for proper reason, at any time prior to or during the progress of The Work, ENGINEER determines that a Subcontractor is incompetent or undesirable, it will notify CONTRACTOR accordingly, and immediate steps will be taken to remedy the condition(s) of ENGINEER'S objection(s) to said Subcontractor, including cancellation of the subcontract.

49. EXTRA WORK

- 49.01.** Quantities of work or material in excess of those named in the Proposal Form and CONTRACTOR'S Bid, and of the same kind as described in said Proposal Form, are not to be considered as extra work. Such quantity excesses, when authorized in writing by Authority will be paid for at contract rates, as specified in the Proposal. Such contract rates to be the total payment for the cost of said excess quantities. CONTRACTOR'S profit, insurance expenses, cost of general conditions, and all other overhead costs to be included in said contract rates. Aside from work thus included in the Proposal schedule, no claim

whatever for extra work will be considered or paid, except when ordered in writing by the Authority at a price stated in said order.

- 49.02.** AUTHORITY may order changes in the work required pursuant to the drawings and specifications incorporated herein. If such changes increase or decrease the cost of the work, as changed, CONTRACTOR and AUTHORITY shall mutually agree, in writing, to an adjustment to the contract amount and time.
- 49.03.** By mutual agreement this Contract may be modified during the term of the Contract to include additional work substantially similar to work required under the Contract on property of AUTHORITY.
- 49.04.** Extra Work: CONTRACTOR shall perform unforeseen work, for which there is no price included in the Contract, whenever it is deemed necessary or desirable to complete fully The Work as contemplated, and such extra work shall be performed in accordance with the Specifications and as directed, provided, however, that before any such extra work is started, CONTRACTOR and AUTHORITY shall mutually agree upon the cost and the additional time required to complete the extra work and a Change Order shall be issued and executed.
- 49.05.** The extra work will be paid for at a unit price or lump sum to be agreed upon in the Change Order by CONTRACTOR and AUTHORITY, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, ENGINEER may order CONTRACTOR to perform such work on a "Force Account" basis, by issuance of a letter to CONTRACTOR directing Force Account work.
- 49.06.** It is the sole responsibility of CONTRACTOR to notify its surety(s) of any changes affecting the scope of The Work, Contract Sum or duration of the scheduled work.
- 49.07.** A Field Order, sometimes called Field Directive, is a written instruction from ENGINEER that effects a minor change in the Work and does not require a change in the Contract amount or Contract duration.
- 50. CHANGE ORDERS:** Changes in the quantity or character of The Work which result in changes to the Contract Price or the Contract Duration, shall be authorized only by Change Orders, approved and issued by AUTHORITY and mutually agreed upon by CONTRACTOR.
- 50.01.** All Change Orders must be approved by AUTHORITY in advance of CONTRACTOR'S start of subject work.
- 50.01.01.** Change Orders of less than 10% of the Board approved contract value may be approved by the Executive Director.
- 50.01.02.** Change Orders in amounts greater than 10% of the Board approved contract value requires approval by the Board.
- 50.02.** In the event mutual agreement cannot be reached between AUTHORITY and CONTRACTOR for any item(s) requiring a change in the Contract Total Price or the Contract Time, and a Change Order has not been issued for said item(s), AUTHORITY reserves the right at it's sole option, to terminate the Contract as it applies to such item(s) in question and make such arrangements as may be deemed necessary to complete the disputed item(s). Such arrangements by AUTHORITY shall include, but not be limited to, ENGINEER directing CONTRACTOR to proceed with said disputed work on Force Account basis as further described herein.

50.03. Upon mutual agreement regarding changes in the Contract Price(s) between AUTHORITY and CONTRACTOR and execution of a Change Order as described increased to reflect the Total Contract Price as changed.

51. VALUE OF CHANGE ORDER WORK AND FORCE ACCOUNT WORK

51.01. The value of all work covered by a Change Order, or of any claim for an increase or decrease in the Contract Price, shall be determined by one of the methods as further described herein.

51.02. Where The Work involved is covered by Unit Prices in the Contract Document Proposal Form, the appropriate unit prices shall apply to the quantities of the items of work involved, subject to the provisions for increased and decreased quantities of work further described herein these Contract Documents.

51.03. By mutual acceptance of a Lump Sum Amount which AUTHORITY and CONTRACTOR acknowledge, such amount will contain a component for overhead and profit.

51.04. Unit price costs not contained in the Bid Proposal Form, negotiated between ENGINEER and CONTRACTOR will include CONTRACTOR'S fee for all overhead, profit and any other costs.

51.05. In the event that CONTRACTOR and AUTHORITY fail to mutually agree upon the cost of Extra Work for which no cost is contained within the Bid Proposal items, ENGINEER shall order in writing, the work to be accomplished on FORCE ACCOUNT basis.

51.06. Extra force account work, when ordered, shall be paid for under a written order in accordance with the terms herein provided.

51.07. For all labor and supervision in direct charge of the specified operations, including CONTRACTOR'S own forces, CONTRACTOR shall receive the rate of wage agreed upon in writing before starting such work for each and every hour that said labor and supervision are actually engaged in such work; of insurance upon such labor and supervision under the State of Florida Workmen's Compensation Law, and taxes upon such labor and supervision under other Employees Benefits Acts in accordance with the law in force where The Work is being performed; of contributions, if any, made by CONTRACTOR as employer pursuant to collective labor agreements applicable to The Work under this Contract requiring CONTRACTOR (1) to pay the employees' contributions under the Social Security Act and/or (2) to contribute to welfare or pension plans including employees engaged on The Work as eligible beneficiaries; to all of which shall be added an amount equal to ten percent (10%) of the sum thereof, for CONTRACTOR'S bond, profit, superintendence, administration and all other overhead expenses.

51.08. The wages of any foreman or time keeper, who is employed partly on Force Account Work and partly on other work, shall be pro-rated between the two classes of work according to the number of men employed on each class of work as shown by the payrolls.

51.09. For all materials entering permanently into The Work, CONTRACTOR shall receive the actual cost of such material delivered to The Work, including freight, handling and hauling charges as shown by original receipted bills; to such cost may be added a sum equal to ten percent (10%) thereof for CONTRACTOR'S bond, profit, superintendence, administration and all other overhead expense.

51.10. For any CONTRACTOR-owned machinery or special equipment other than small tools, and including fuel and lubricants, which it may be deemed necessary or desirable to use,

CONTRACTOR shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on The Work. No profit or overhead shall be added to any rental charges in connection with the use of owned equipment.

- 51.11. Rental equipment, for which use CONTRACTOR shall submit true copies of rental agreements and invoices and including the cost of fuel and lubricants, the CONTRACTOR shall be paid actual total cost plus ten percent (10%) thereof for CONTRACTOR'S, profit, superintendence, field administration and all other overhead expenses.
- 51.12. Except as provided hereinafter, the compensation as before described shall be the total amount received by CONTRACTOR as payment in full for extra work done on a Force Account basis, including administration, overhead, bonds, use of tools and equipment for which no rental is allowed, profit, taxes, premiums on insurance and all other overhead expense incidental to performing the Force Account Work.
- 51.13. In case, however, CONTRACTOR is ordered to perform work under this Section, which, in the opinion of CONTRACTOR and ENGINEER, it is impracticable to have performed by CONTRACTOR'S own employees; CONTRACTOR will, subject to the approval of ENGINEER in writing, engage additional qualified Subcontractor(s) and be paid the actual cost of such subcontracted work and, in addition thereto, five percent (5%) to cover CONTRACTOR'S profit, bonds, superintendence, administration and all other overhead expenses. No additional cost shall be allowed for the before described work.
- 51.14. CONTRACTOR and ENGINEER, or their authorized representatives, shall compare records of payrolls, equipment usage and materials installed, for Force Account work at the end of each and every day; and claim for extra work done on Force Account basis shall be submitted monthly to ENGINEER by CONTRACTOR upon certified quadruplicate statements to which shall be attached all original receipted bills and invoices covering the cost of freight, handling and haulage charges of all materials permanently entering into such work and satisfactory evidence of all insurance rates and premiums, taxes and other employees benefits and contributions upon labor and supervision allowable under the provisions before provided; such statement shall be filed not later than the 20th day of the month following that in which the work was actually performed.
- 51.15. AUTHORITY shall compensate CONTRACTOR for properly documented Applications for Payment for Force Account work, submitted as hereto described, within the number of days prescribed herein these Contract Documents for progress payments.

52. ADDITIONAL WORK ON OTHER PROPERTY OF AUTHORITY

- 52.01. At any time during the initial term of the Contract, the parties may modify the Contract by mutual agreement to include additional work substantially similar to the work required under the Contract and for which unit prices have been established. Such additional work shall be performed in accordance with the Specifications applicable to the additional work, unless otherwise modified by mutual agreement. In the event that the parties agree to such additional work, the Completion Date of the Contract will be extended by the time required for the completion of the additional work and the Contract amount will be adjusted based on the original Contract unit prices set forth in the "Schedule of Values". All other terms of the Contract shall remain the same.

53. UNSATISFACTORY PROGRESS AND TERMINATION OF CONTRACT

- 53.01.** If CONTRACTOR should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail, except in cases for which the extension of time is provided, to supply enough properly skilled workmen or proper material, or if he should fail to make prompt payment for material or labor or other services entering into the work, or persistently disregard laws, ordinances or inspections of ENGINEER, or otherwise be guilty of a substantial violation of any provision of the Contract, then AUTHORITY, upon the certificate of ENGINEER that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving CONTRACTOR seven (7) days written notice, terminate the employment of CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished.
- 53.02.** If the unpaid balance of the Contract price shall exceed the expense of finishing The Work, including compensation for additional managerial and administrative services and all other costs associated with the termination and completion of The Work, then such excess shall be paid to CONTRACTOR. If such expense shall exceed such unpaid balance, CONTRACTOR shall pay the difference to AUTHORITY. The expense incurred by AUTHORITY as herein provided, and the damage incurred through CONTRACTOR'S default, shall be certified by ENGINEER.

54. FAILURE TO COMPLETE THE WORK ON TIME

- 54.01.** If CONTRACTOR fails to complete The Work within the time prescribed by the Contract, AUTHORITY, if satisfied that CONTRACTOR is carrying the work forward with reasonable progress and deems it to be in the best interest of the public, may, even without consent of CONTRACTOR'S Surety or Sureties, allow him to continue in control of The Work. Payments shall be made to CONTRACTOR for work performed and materials provided as herein described, but there shall be deducted from monies due CONTRACTOR, not as a penalty, but as liquidated damages, the sum set forth in the Contract for each and every calendar day, including Sundays and legal holidays, by which CONTRACTOR fails to complete The Work within the time set forth in the Contract.
- 54.02.** When The Work is not completed within the time allowed by the Contract and CONTRACTOR is permitted to remain in control of The Work, it shall be prosecuted at as many different places, at such times, and with such forces as ENGINEER may determine to be required, all without added cost to AUTHORITY or increase in the Contract price.

55. BENEFICIAL OCCUPANCY

- 55.01.** Prior to final completion, AUTHORITY shall have the right to beneficial occupancy of substantially completed sections of the work for itself or for the use of its tenant.
- 55.02.** In the event The Work, or any portion thereof, is occupied by AUTHORITY, prior to final completion, the responsibility for the cost of all utilities and all other costs shall be mutually agreed upon by CONTRACTOR and AUTHORITY in writing.
- 55.03.** If such beneficial occupancy causes unreasonable interference to CONTRACTOR in completion of the remaining work, CONTRACTOR and AUTHORITY shall mutually

agree in writing of an equitable adjustment to the cost and time allowed by the Contract for completion of the remaining work.

56. FINAL INSPECTION

- 56.01.** Whenever all the materials are furnished, all work performed and the construction prescribed and contemplated by the Contract has been satisfactorily completed, all in accordance with the Plans and Specifications, CONTRACTOR shall request ENGINEER to make the final inspection.
- 56.02.** Upon due notice from CONTRACTOR or presumptive completion of The Work, ENGINEER, will, within seven (7) days of receipt of a written request by CONTRACTOR, make his final inspection. If all construction provided for and contemplated by the Contract is found to be completed to ENGINEER'S satisfaction, said ENGINEER will accept The Work by issuance of a signed ENGINEER'S Final Inspection and Notice of Substantial Completion, similar to the same in Section 69.0.
- 56.03.** If, however, at such inspection, any work in whole or in part is found unsatisfactory, ENGINEER shall give CONTRACTOR the necessary instructions as to unsatisfactory or incomplete work, necessary and prerequisite for final acceptance and CONTRACTOR shall comply with and execute such instructions subject, if required, to another inspection prior to acceptance. In any event, it is CONTRACTOR'S responsibility to maintain The Work until final acceptance.
- 56.04.** CONTRACTOR shall provide Certifications of Completion and Final Inspections from all agencies having issued permits for the completed work. Such certifications shall include, but not be limited to, City or County Certificate of Occupancy, tests for water and waste water system installation, final inspections for wells or septic tanks, and final inspection of storm water facilities.
- 56.05.** CONTRACTOR shall provide the number of keys for each lockable door, gate or fixture as further prescribed herein; such number of keys shall not be less than two keys for each lock.
- 56.06.** CONTRACTOR shall provide not less than four (4) sets of operating instructions, maintenance instructions, test reports, parts lists and warranties for all systems that have been incorporated in The Work.

57. MEASUREMENT OF QUANTITIES

- 57.01.** After each item of The Work is completed and before final payment is made therefore, ENGINEER will determine the quantity of work performed, as the basis for final settlement. All such quantity determination shall be subject to verification by CONTRACTOR'S submittal of Record As-Built Drawings, sealed by a Florida Registered Land Surveyor and Mapper as before described herein.
- 57.02.** CONTRACTOR will be paid for the actual amount of work ordered and performed in accordance with these Contract Documents as provided under the various items.

58. INCREASED OR DECREASED QUANTITIES

- 58.01.** AUTHORITY shall have the right to make alterations in the Plans or character of work as may be considered necessary or desirable during the progress of The Work to satisfactorily complete the proposed construction.

- 58.02.** Because mobilization is the subject of a separate bid item, AUTHORITY will not adjust unit prices due to changes in quantities of said unit price items and may change any unit price quantities or may completely delete all of any unit price work item(s).
- 58.03.** Whenever the terminus of the project is changed and whenever an alteration in character of work involves a substantial change in the nature of the design or in the type of construction which materially increases or decreases the cost of performance, the work shall be performed in accordance with the Specifications and as directed; provided however, that before such work is started, a Supplemental Agreement acceptable to both parties to the Contract shall be executed. In all other cases, The Work involved in the changes shall be performed on the basis of the contract unit prices and no Supplemental Agreement shall be necessary.
- 58.04.** If CONTRACTOR fails to execute the Supplemental Agreement, AUTHORITY may have the materials furnished or The Work performed by others and CONTRACTOR shall not interfere therewith.
- 58.05.** If any acceptable materials have been furnished by CONTRACTOR which cannot be used because of a change of the Plans, such materials may be purchased from CONTRACTOR at the actual without markup and shall then become the property of AUTHORITY, or other allowance may be made therefore as approved by AUTHORITY.
- 58.06.** Alterations provided for herein shall not be considered as a waiver of any conditions of either the Contract or the bond, or as invalidating any of the provisions or either.
- 58.07.** When alteration in Plans or quantities or work, not requiring Supplemental Agreements as prescribed in these Contract Documents, are ordered and performed, CONTRACTOR shall accept payment in full at the contract unit prices for the actual quantities of work done and no allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by CONTRACTOR resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of CONTRACTOR and subsequent loss of expected reimbursement therefore, or for any other cause.
- 58.08.** Increased or decreased work involving Supplemental Agreements shall be paid for as stipulated in such agreements.

59. TERMINATION OF CONTRACTOR'S RESPONSIBILITY AND WARRANTY

- 59.01.** The Contract will be considered complete when all work contemplated by the Contract Documents has been satisfactorily completed, Engineer's Final Inspection and Notice of Substantial Completion issued or the Work accepted by AUTHORITY in writing, Certificate of Completion and Contractor's Affidavit executed and delivered to ENGINEER, final release of liens submitted and the final estimate paid. AUTHORITY will establish the one-year warranty inspection date. CONTRACTOR will then be released from further obligations except as to latent defects.
- 59.02.** CONTRACTOR shall warrant that all materials and equipment included in The Work will be new, except where indicated otherwise in the Contract Documents, and that The Work will be of good quality, free from improper workmanship and defective materials, and in conformance with the Drawings and Specifications and other Contract Documents.

59.03. CONTRACTOR further agrees to warrant and correct all work determined by ENGINEER to be defective in equipment, material and workmanship or not in conformance with the Drawings, Specifications, and Contract Documents for a period of one (1) year from the date of Owner Occupancy or date of Engineer's Certificate of Substantial Completion, or for such longer periods as may be set forth with respect to specific warranties relating to certain components of the work. This warranty is in addition to and not a limitation of remedies for latent defects discovered after final completion.

59.04. CONTRACTOR shall collect and deliver to AUTHORITY any specific written warranties given by others as required by the Contract Documents.

59.05. CONTRACTOR shall conduct, jointly with ENGINEER, a warranty inspection during the twelfth month of the warranty period.

60. TERMINATION FOR CONVENIENCE

60.01. AUTHORITY shall have the right to terminate for convenience, any or all remaining portions of The Work upon ten days written notice to CONTRACTOR of the Intent to Terminate and the date on which said termination will be effective. In such case, CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination.

61. CLAIMS FOR ADJUSTMENT AND DISPUTES

61.01. Where CONTRACTOR deems that extra compensation is due him for unforeseen conditions, work or material not clearly covered in the Contract, or not ordered by AUTHORITY as an extra, or for any other reason, CONTRACTOR shall notify ENGINEER in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim.

61.02. If such notification is not given or if ENGINEER is not afforded the opportunity by CONTRACTOR for inspecting and evaluating said changed condition or keeping strict account of actual costs thereof, then CONTRACTOR agrees to waive the claim for extra compensation.

61.03. Such notice by CONTRACTOR and the fact that ENGINEER has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

61.04. In case the claim, after consideration by AUTHORITY, is found to be just, it shall be allowed and paid for as an extra as provided herein.

61.05. Nothing herein shall be construed as establishing any claim contrary to the terms of the Contract Documents.

62. SCOPE OF PAYMENT

62.01. The Scope of Payment represents the total compensation to which CONTRACTOR may be entitled under the terms of these Contract Documents, based upon the estimated quantities of items listed herein or upon a lump sum price. The actual total compensation paid to CONTRACTOR for The Work described in these Contract Documents may vary from that amount stated in the Bid Proposal due to: (a) Variations in the "actual" quantity(ies) of work completed versus the "estimated" quantity(ies) in the Bid Proposal, (b) Changes in the pay quantity(ies) by means prescribed herein these Contract Documents, (c) Changes in the scope of The Work as prescribed herein these Contract Documents.

- 62.02.** CONTRACTOR shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment and all other required services, unless otherwise provided, necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of The Work, or from the action of the elements, except as herein provided, or from any unforeseen difficulties which may be encountered during the prosecution of The Work until the final acceptance by AUTHORITY, and for all risks of every description connected with the prosecution of The Work; also for all expenses incurred in consequence of any suspension or discontinuance of The Work, as herein specified, and for any loss or liability sustained by CONTRACTOR resulting from any infringement of patent, trademark, or copyright; and for completing The Work according to the Plans and Specifications.
- 62.03.** CONTRACTOR shall accept the compensation for Unit Price items in the Proposal Form submitted to AUTHORITY for The Work, as full payment for the actual quantities, as herein described, of said Unit Price items installed. CONTRACTOR **shall not be entitled** to additional compensation for home office or field overhead, taxes, fees, insurance, licenses, profit or loss of profit, travel expense, or all other miscellaneous costs. CONTRACTOR shall include such costs in each and every Unit Price item in The Work.
- 62.04.** Neither the payment of any Application for Payment nor any retained percentage shall relieve CONTRACTOR of any obligation to make good any defective work or material.
- 62.05.** Except as specifically provided otherwise, no direct payment will be made for any of the requirements of the General Provisions, the cost thereof being deemed to be included in the various prices bid for The Work in CONTRACTOR'S Proposal.

63. PARTIAL (PROGRESS) PAYMENTS

- 63.01.** If satisfactory progress is being made, CONTRACTOR will receive monthly payments based on the amount or value of work and materials in place and materials stored on AUTHORITY site.
- 63.02.** Before any allowance will be made for a partial estimate on any bid Item for which a lump sum price was bid, CONTRACTOR shall submit to ENGINEER, for his approval, a breakdown estimate of said lump sum price, showing in detail the cost of such items. The sum of the total costs shall equal the lump sum price bid for the item.
- 63.03.** The compilation of such costs together with all unit price bid items for the total contract is termed the "Schedule of Values."
- 63.04.** Partial payment will be made under each Item for which a lump sum price was bid in proportion to the estimated value of the work completed thereunder during the given payment period.
- 63.05.** Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Authority will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.
- 63.06.** Any reduction of retainage is at the sole discretion of the Authority and will only be considered upon Contractor providing a Consent of Surety agreeing to the reduction.

- 63.06.01.** If the reduction in retainage is approved, CONTRACTOR shall furnish a notarized affidavit that all indebtedness to each Subcontractor, including second-tier Subcontractors, materials supplier, vendors, laborers, required taxes on laborers and rental equipment suppliers by reason of the Contract has been paid with each subsequently submitted Application for Payment.
- 63.06.02.** If the reduction in retainage is approved, CONTRACTOR shall obtain and furnish to AUTHORITY a Waiver of Lien from such Subcontractor(s), materialmen, vendor(s) or rental equipment supplier(s) having filed Notice To Owner to AUTHORITY, as prescribed in Florida Statutes 255.05, with each and every monthly Application for Payment until Final Payment is made to CONTRACTOR.
- 63.07.** Should any defective work or material(s) or acceptable work that has been damaged by CONTRACTOR'S operations be discovered previous to the final acceptance, or should a reasonable doubt arise previous to the final acceptance as to the integrity of any part of the completed work; the estimate and payment for such defective or questioned work, and for any amount estimated by ENGINEER for its repair or replacement, shall not be allowed and may, at the sole discretion of ENGINEER, be withheld, until the defect has been remedied and cause for doubt removed.
- 63.08.** CONTRACTOR may request payment for materials stored (but not installed as part of the completed work) on the AUTHORITY project site as prescribed herein these Contract Documents.
- 63.09.** CONTRACTOR shall submit such evidence to substantiate the value of the materials stored on the project site, including, but not limited to, purchase orders, invoices and delivery receipts, as required by ENGINEER. AUTHORITY shall pay to CONTRACTOR the full documented cost of said stored materials.
- 63.10.** CONTRACTOR shall be responsible for protection, storage cost(s) and any necessary maintenance of stored materials, to ensure the availability of materials in new condition when installed.
- 63.11.** On or about the twenty-fifth day of each month ENGINEER or other person designated for that purpose will, in consultation with CONTRACTOR, estimate the value of the work done and the materials stored at the site for the current monthly payment period. CONTRACTOR shall submit two (2) completed Application and Certificate for Payment, AIA Document G702 and G703 (forms attached at the end of this document) on the first day of the month on a form approved by ENGINEER. A completed Application for Payment shall be signed by an officer of the company, or by an individual authorized by CONTRACTOR in writing to fully bind the company. The Application for Payment shall be embossed with the company seal on said application. Within thirty (30) days after CONTRACTOR has submitted an invoice for such work and materials, ninety percent (90%) of the value determined, less previous payments and discounts, shall be paid to CONTRACTOR.
- 63.12.** CONTRACTOR may elect to offer a discount to AUTHORITY provided that payment is made within a specified number of days of AUTHORITY'S receipt of a completed Application for Payment by CONTRACTOR. AUTHORITY shall, at it's sole discretion, elect to accept said discount and make payment within the number of days specified. CONTRACTOR is forewarned that a "completed" Application for Payment must include a correct Application for Payment Form and all additional required submittals further described herein these Contract Documents.

- 63.13.** CONTRACTOR shall submit to AUTHORITY with each Application for Payment a written report setting forth the current small business enterprises ("SBE") project participation, SBE Form D (form attached at the end of this document) as a condition precedent to AUTHORITY'S payment of said invoice. Said report shall include the name and address of each SBE firm, a description of the work performed by each firm, and the dollar value of the work performed by each firm.
- 63.14.** Each Application for Payment submitted must be accompanied by a current project completion schedule and the projected monthly dollar values of work to complete the Contract.
- 63.15.** If, during the progress of the work, it appears that CONTRACTOR'S bills or any Subcontractor's or second-tier Subcontractor's bills for materials and labor are not being paid or Subcontractors or second or lower-tier Subcontractors, if any, are not being paid by CONTRACTOR, AUTHORITY shall have the right to obtain releases, Waivers of Claims, Waivers of Lien and information from sub-CONTRACTORS and providers, and to withhold from CONTRACTOR'S monthly payments sufficient sums to protect itself against all losses from possible claims, and to apply the said sums to the payment of such debts. Payment of monthly estimates or invoices shall not constitute an acceptance of the work or an admission by AUTHORITY that the work is done or that its quantity or quality is satisfactory.
- 63.16.** Precedent to receipt of Final Payment, CONTRACTOR shall provide a Certificate of Contract Completion and Contractor's Affidavit (form attached at the end of this document), avowing full payment to all laborers, Subcontractors, material men, miscellaneous vendors and rental equipment suppliers, in form acceptable to AUTHORITY.
- 63.17.** The prices paid for both the monthly and final estimates of the work done will be based on the prices shown in the Price Schedule of the Proposal or as presented in the approved Schedule of Values. The quantities paid for shall be determined as herein described in these Contract Documents.

64. DIRECT PURCHASE OF JOB RELATED MATERIALS.

- 64.01.** The AUTHORITY may elect to procure certain major items of material or equipment for use in this Contract, as its best interest may dictate, to minimize sales tax expense to the Project.
- 64.02.** The AUTHORITY as a public body corporate is deemed a political subdivision within the meaning of section 196.199, Florida Statutes, and has been issued Florida State Sales Tax Exemption No.85-8012529519C-1. The Work falls under the definition of "Public Works" pursuant to Florida Administrative Code Section 12A-1.094(1)(b) and is a project of great public importance to the AUTHORITY and Hillsborough County.
- 64.02.01.** The Parties mutually agree and covenant to comply with the following procedures and provisions relating to the AUTHORITY'S direct purchase of certain goods, and materials from third party suppliers so as to minimize sales tax expense in connection with the Work, to wit:
- 64.02.01.a.** The AUTHORITY and CONTRACTOR shall mutually agree upon certain items which shall be purchased pursuant to the terms of this subparagraph ("Subparagraph") so as to minimize the sales tax consequences of such purchase. The criteria for those item(s) purchased pursuant to this Subparagraph shall generally be:

- 64.02.01.a.(1)** The item(s) to be purchased would be subject to sales tax if not purchased in accordance with the terms of this Subparagraph;
- 64.02.01.a.(2)** The item(s) of any single procurement action has a total cost of at least \$10,000.00;
- 64.02.01.a.(3)** The item(s) to be purchased shall be clearly and precisely identified in order to facilitate the ordering of such item(s); and
- 64.02.01.a.(4)** The item(s) to be purchased shall only be purchased directly from third party suppliers ("Vendors") and not from contractors or subcontractors providing construction services for the Work.
- 64.02.01.b.** Upon mutual agreement of the parties to purchase an item pursuant to the terms of this Subparagraph, CONTRACTOR shall furnish to the AUTHORITY, the cost, said cost to be documented with a written quote from the proposed vendor, and a complete and full description, sufficient to identify the item to be purchased including, where applicable, the manufacturer or brand, model or specification number, quantity, price, vendor, the necessity of such item in connection with the construction of the Work, and any other relevant information which may reasonably be required by the AUTHORITY. The AUTHORITY shall prepare a change order deducting the cost of said materials plus applicable sales tax from the Contract.
- 64.02.01.c.** The AUTHORITY will timely prepare and issue a purchase order in its name directly to the third party Vendor for each item purchased pursuant to the terms of this Subparagraph and in accordance with the construction schedule for the Work. Each purchase order shall define the Authority as the purchaser and ultimate consumer of the item(s) purchased and will include the AUTHORITY'S State of Florida Sales Tax Exemption Number. The Executive Director, or a representative designated by him, is hereby authorized to approve the issue of each purchase order of whatever amount, under this Subparagraph. Upon delivery of the purchase order to the Vendor, CONTRACTOR shall be authorized to implement its procedure for the scheduled delivery of the item in the name of the Authority, in accordance with the terms of the purchase order and shall act as procurement agent for the Authority as to such order. AUTHORITY shall attach to said purchase order, AUTHORITY conditions of the purchase which Vendor shall accept, in writing, precedent to the delivery of materials to the project site.
- 64.02.01.d.** Upon Vendor's acceptance of the purchase order, CONTRACTOR agrees that it shall assume and remain fully responsible for all matters thereafter relating to the procurement of the item including, but not limited to, assuring the correct quantities, assuring coordination of purchases, providing and obtaining all warranties and guaranties required by the Contract, inspection and acceptance of the goods at the time of delivery.
- 64.02.01.e.** CONTRACTOR further agrees to indemnify and hold harmless the AUTHORITY, from any and all claims of whatever nature resulting from any nonpayment of goods by the Vendors arising from the actions of CONTRACTOR.

- 64.02.01.f.** Title to item(s) purchased shall vest in the AUTHORITY upon delivery of the item(s) to the job site. Risk of loss and theft of all AUTHORITY purchased item(s) shall be upon the AUTHORITY from the time title and/or possession of the item(s) leaves the Vendor.
- 64.02.01.g.** Notwithstanding any obligations of the CONTRACTOR cited in the preceding paragraph, the AUTHORITY shall obtain such insurance as it may deem necessary to protect itself in connection with the risk of loss to the items purchased in accordance with this Subparagraph, or, shall reimburse CONTRACTOR for the cost of the insurance on the direct purchase items if CONTRACTOR obtains said insurance at the AUTHORITY'S direction. A Builder's Risk Insurance policy or acceptable Installation Floater policy, as further described herein these Contract Documents, shall be purchased, and kept in full force and effect during the construction of the Work on an "All Risk" form, including flood, theft, fire and extended coverage. The policy for the Work will designate the AUTHORITY as the insured.
- 64.02.01.h.** CONTRACTOR shall assure that each delivery of materials or goods purchased pursuant to the terms of this Subparagraph is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the Vendor conforming to the purchase order together with such additional information as the AUTHORITY may require. CONTRACTOR or its agent shall be responsible for approving the delivery and accepting responsibility in accordance with paragraph(d.) above, and giving a written approval of the Vendor's invoice for the delivered items purchased pursuant to the terms of this Subparagraph.
- 64.02.01.i.** In order to arrange for payment to the Vendor, CONTRACTOR shall provide to the AUTHORITY, proof of delivery of said materials. Said proof of delivery of materials shall include, but not be limited to, a copy of the applicable delivery tickets, written approval of acceptance of the delivered items, bill of lading(s) and such order documentation as may be reasonably required.
- 64.02.01.j.** Upon receipt of the appropriate documentation, the AUTHORITY shall prepare a check drawn to the Vendor based upon the data provided. The check will be released, delivered, and remitted directly to the Vendor. CONTRACTOR agrees to assist the AUTHORITY to immediately obtain partial or final release of waivers as appropriate.
- 64.02.01.k.** Pursuant to Section 15, of its Enabling Act (Chapter 84-447), Laws of Florida) the AUTHORITY finds the purchase of all items and materials obtained pursuant to the terms of this Subparagraph consistent with the provisions of said Section 15, in that the Contract has been awarded to the lowest responsible bidder after public advertising, and recognizing that the CONTRACTOR, in its own interest, will have obtained the best available price for furnishing the required materials, thus rendering any further competitive bidding not practicable.
- 64.02.01.l.** In the event the AUTHORITY elects to purchase any items pursuant to the terms of this Subparagraph, the purchase price, taking any and all discounts which may have been offered by Vendor to CONTRACTOR

together with CONTRACTOR'S sales tax liability avoided, shall be deducted by change order from the Contract amount. The monies which otherwise would have been utilized to pay sales tax shall be deducted from the Contract amount and allocated to the contingency budget established for The Work.

64.02.01.m. The purchase or manufacture of supplies or materials by CONTRACTOR for incorporation into the Work shall be taxable to CONTRACTOR.

65. ACCEPTANCE AND FINAL PAYMENT

65.01. Time is of the essence for this Contract. CONTRACTOR shall pursue The Work diligently until completion. Upon completion of The Work, CONTRACTOR shall promptly notify ENGINEER such that the required duration of the contract period is determined and CONTRACTOR is paid for the full cost of The Work performed.

65.02. Before the final estimate is allowed, CONTRACTOR shall prepare and submit to AUTHORITY all required final documents, including but not limited to operating and maintenance manuals, warranty(ies), On Site Certified Record As-Built Drawings, Survey and As-Built Contract Drawings and electronic disk of same, (which will meet the minimum AUTHORITY standards), final SBE participation report, final Release of Liens from all entities who are on record with the Authority as having provided a Notice to Owner, and recap of Total SBE participation report, all as required herein these Contract Documents.

65.03. The Work shall have been inspected by ENGINEER, and if he has found that it has been completed according to the Contract, there shall be issued an "ENGINEER'S FINAL INSPECTION AND NOTICE OF SUBSTANTIAL COMPLETION". ENGINEER, (form attached at the end of this document) shall approve amount of work done and materials furnished under the contract, all subject to verification by Record As-Built Drawings as herein before prescribed, and CONTRACTOR shall submit final release of liens from all subcontractors and shall prepare and submit his final Application for Payment, accompanied by his Certificate of Contract Completion and Contractor's Affidavit (form attached at the end of this document) for the balance due on the Contract. It is expressly stipulated that AUTHORITY will make final acceptance and payment as hereinafter described after the Contract has been fully completed , final submittals received by ENGINEER and final inspection made. The date of the approval of the final estimate by AUTHORITY shall be the date of acceptance of The Work and shall be "Day Number One" of CONTRACTOR'S one-year warranty period.

65.04. All prior quantity estimates and partial payments shall be subject to correction in the final estimate and payment. No payment will be made for any unauthorized work.

65.05. The final payment, less any allowable discount for prompt payment, as stated in the Proposal, shall be made within thirty (30) days of AUTHORITY receipt of CONTRACTOR'S Application for Payment, and after the proposed work has been fully and properly completed as herein before prescribed. CONTRACTOR'S final invoice shall be on a form supplied by, or approved by AUTHORITY.

65.06. Final acceptance shall occur only with final payment and certification.

65.07. Acceptance of Final Payment shall be a release by CONTRACTOR for all claims except as expressly reserved in writing, accompanied with Application For Final Payment.

66. ALTERNATE ITEMS

66.01. Items shown as “Alternate” on the Proposal Form may be or may not be awarded, as the best interests of AUTHORITY dictate.

67. TRENCHING

67.01. If applicable CONTRACTOR shall comply with the Trench Safety Act (Chapter 90-96, Laws of Florida) effective October 1, 1990 and include costs for complying in the Bid Prices.

68. MISCELLANEOUS PROVISIONS:

68.01. Labor Harmony. CONTRACTOR is advised and hereby agrees that all labor employed by the CONTRACTOR and his subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by contractors now in the site of the project. The Tampa-Hillsborough County Expressway Authority does at all times reserve the right to prevent a continued performance of any such contract when it in any way interferes with the operation and usage of any Authority property of facilities or construction by Tampa-Hillsborough County Expressway Authority or its contractor at the project site and vicinity.

68.02. Preference to Home Industries. The CONTRACTOR agrees that it shall give preference, in the purchase of material and in letting contracts to subcontractors, second-tier subcontractors, laborers and material men who reside within the State of Florida whenever such labor, services or material can be employed or obtained at no greater expense than that which would obtain if such employment was given, contract was let or purchase was made to a person residing beyond the limits of the State of Florida in accordance with the provision of Section 255.04, Florida Statutes.

68.03. Specification of Florida Produced Lumber. The CONTRACTOR agrees it shall always (price and quality being equal) specify lumber, timber and other forest products produced and manufactured in Florida whenever such products are available in accordance with the provisions of Section 255.20, Florida Statutes.

68.04. Labor Standards for ratios of Apprentices or Trainees to Journeymen. The CONTRACTOR agrees to fully and faithfully comply with the requirements of Section 446.101, Florida Statutes, concerning labor standards for ratios of apprentices or trainees to journeymen, as more fully set forth in the Contract Documents herein.

68.05. Work and Gain Economic Self-Sufficiency Participation (WAGES): Section 320.20 of the Florida Statutes authorizes the use of motor vehicle license tax moneys to finance various projects:

68.05.01. Additionally, Section 320.20(4) encourages participation of individuals in the WAGES program by establishing an employment goal which states that 25% of all new employees specifically hired for the projects involving construction should be WAGES participants.

68.05.02. CONTRACTOR should work with the Jobs and Benefits Offices and The WAGES Coalition of Hillsborough County to recruit WAGES candidates for new openings which result from the award of this contract. To assist contractors, contact the Division of Jobs and Benefits, Department of Labor and Employment Security in Tallahassee, Florida at 1-850-488-7228, for referral.

68.05.03. If applicable, “Schedule A” entitled “Work and Gain Economic Self-Sufficiency Participation (WAGES) Good Faith Effort” (form attached at the end of this

document) must be completed and submitted with the bid documents. Failure to complete and submit this schedule could result in bid disqualification.

68.06. E-Verify System:

68.06.01. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of:

68.06.01.a. All persons employed by the Consultant during the term of the Contract to perform employment duties within Florida; and

68.06.01.b. All persons, including subcontractors, assigned by the Consultant to perform work pursuant to this Agreement with the Authority.

68.06.02. Contractor shall provide proof of registration in the E-Verify system to the Authority upon execution of this Contract.

69. CONTRACTOR'S RECORD RETENTION

69.01. Contractor and its sub-contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and the agencies funding grant funds for:

69.01.01. 3 years after final payment or for certain records;

69.01.02. Contractor and sub-contractors shall make available the forgoing records and supporting evidence for a longer period of time if:

69.01.02.a. A retention period longer than three years if specified in any contract clause; or

69.01.02.b. The Contractor, for its own purposes, retains the foregoing records and supporting evidence for a longer period. Under this circumstance, the retention period shall be the period of the Contractor's retention or 3 years after final payment, whichever period expires first.

69.02. Nothing in this section shall be construed to preclude a Contractor or Subcontractor from duplicating or storing original records in electronic form unless they contain significant information not shown on the record copy. Original records need not be maintained or produced in an audit if the Contractor or subcontractor provides photographic or electronic images of the original records and meets the following requirements:

69.02.01. The Contractor or Sub-contractor has established procedures to ensure that the imaging process preserves accurate images of the original records, including signatures and other written or graphic images, and that the imaging process is reliable and secure so as to maintain the integrity of the records.

- 69.02.02.** The Contractor or Sub-contractor maintains an effective indexing system to permit timely and convenient access to the imaged records.
- 69.02.03.** The Contractor or Sub-contractor retains the original records for a minimum of one year after imaging to permit periodic validation of the imaging systems.
- 69.03.** If any information described herein is maintained on a computer, Contractor shall retain the computer data on a reliable medium for the time periods prescribed. Contractor may transfer computer data in machine-readable form from one reliable computer medium to another. Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original computer data. Contractor shall also retain an audit trail describing the data transfer. For the record retention time periods prescribed, Contractor shall not destroy, discard, delete, or write over such computer data.
- 70. THE CONSTRUCTION SCHEDULE**
- 70.01.** The project management scheduling tool "Critical Path Method", commonly called CPM, shall be utilized by the CONTRACTOR for the planning and scheduling of all work required under the Contract.
- 70.02. Scheduling Competency.** The CONTRACTOR shall demonstrate qualifications and competency to adequately perform CPM scheduling **or** shall employ the services of a CPM consultant who can demonstrate the qualifications and competency to perform CPM scheduling. Demonstration of said qualifications and competency to adequately perform CPM scheduling shall include, but not be limited to, submitting scheduling samples of entirely similar projects in duration, type of construction and cost, all of which have occurred in the three (3) most recent years. Such scheduling samples shall include name(s), address(es) and telephone number(s) of owner(s) and engineer/construction manager(s) of submitted projects.

70.03. Submittal Procedures.

70.03.01 Submittal Requirements:

- a. Time phased logic network, computer generated.
- b. Computerized tabulated schedules:
 - 1. Activity sort by sequential activity numbers
 - 2. Activity sort by early start, organized by related elements
 - 3. Activity sort by late start, organized by related elements
 - 4. Activity sort by total float, organized by related elements
 - 5. Activity sort by predecessor/successor activities
- c. Written narrative description of the logic and reasoning of the schedule.
- d. Resource allocation by activity (Labor, equipment and materials).
- e. Disc copy of schedule and resources.

70.03.02 Time of Submittal

- a. The Contractor shall submit to the AUTHORITY a detailed CPM Construction Schedule within seven (7) days from the date of the Notice to Proceed. Contractor shall submit a narrative of the logic and reasoning of the schedule, a network diagram describing the activities to be accomplished in the project and their dependency relationships (predecessor/successor) and tabulated schedules as herein defined. The schedule produced and submitted shall include and indicate, if applicable, interim milestone and completion dates identical to the milestone and completion dates specified elsewhere herein. The AUTHORITY shall review the proposed plan and schedule within ten (10) days of receipt of said submittal and state his acceptance or rejection of the schedule.
- b. Within ten (10) days of receipt of the AUTHORITY's response, CONTRACTOR shall revise the network diagram as required and resubmit the network diagram and the revised tabulated schedules as previously referenced.
- c. The revised network diagram and tabulated schedules shall be reviewed and accepted or rejected by the AUTHORITY within ten (10) days after receipt. The network diagram and tabulated schedules when accepted by the AUTHORITY shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work or a change in contract time, delinquency by the CONTRACTOR requiring a recovery schedule, or as otherwise provided for herein these Contract Documents. Activities not occurring as scheduled are delinquent if they begin after late start or they finish after late finish. The CONTRACTOR shall provide a written report with each monthly progress update listing the delinquent activities and a recovery plan for said activities.
- d. An updated copy of the schedule, clearly showing progress made and projected monthly pay application amounts to project completion, shall be submitted precedent to each monthly Application for Payment.

70.03.03 Acceptance

- a. The finalized schedule will be acceptable to the AUTHORITY when it provides an orderly progression of the Work to completion in accordance with the contract requirements, adequately defines the CONTRACTOR's work plan, provides a workable arrangement for processing the required submittal(s) in accordance with the Contract Documents, and properly allocates resources (manpower, equipment and costs) to each activity (free of unbalances in resources). When the network diagram and tabulated schedule(s) have been accepted, CONTRACTOR shall submit to the AUTHORITY: three (3) copies of the time-scaled network diagram, three (3) copies each of computerized, tabulated schedule reports in which the activities have been sequenced by: activity numbers, early starting date, late starting date, total float, and predecessor/successor activities. The time

scaled network diagram shall display the projected monthly cost of The Work to completion of the project.

- b. The Authority's review and acceptance of the Contractor's project schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the AUTHORITY of the Contractor's project schedule does not relieve the CONTRACTOR of any of its responsibility whatsoever for the accuracy or feasibility of the project schedule, or of the Contractor's ability to meet the interim milestone date(s) and the contract completion date, nor does such AUTHORITY review and acceptance of a submitted schedule, either expressly or impliedly warrant, acknowledge or loading of the Contractor's project schedule.

70.03.04 Revised Schedules

- a. CONTRACTOR shall provide a revised Construction Schedule within ten (10) days, if requested by the AUTHORITY, when, in the opinion of the AUTHORITY, the project completion date is in jeopardy because of "activities behind schedule." "Activities behind schedule" are all activities that start later than the "Late Start Date", or are completed later than the "Late Finish Date" regardless of the existence of positive float on the activity or any successor activity(ies). The revised Construction Schedule shall include a new network diagram and tabulated schedules conforming to the requirements of Section 3.03.03.a. with an accompanying narrative describing how the CONTRACTOR plans to accomplish The Work to meet the completion date or established milestones. The form and method employed by CONTRACTOR shall be the same as for the original Construction Schedule.
- b. The CONTRACTOR shall incorporate into every Construction Schedule submitted, any contract requirements regarding the order of performance of portions of The Work. The CONTRACTOR shall use all practicable means to make the progress of The Work conform to that shown on the construction schedule which is in effect. No payment will be made to the CONTRACTOR while he is delinquent in the submission of a construction schedule.
- c. No change may be made to the sequence, duration or relationships of any activity without the express written acceptance of the AUTHORITY.

70.04. Change Orders, Supplemental Agreements and Force Account Work

- 70.04.01** Upon approval of a Change Order, Supplemental Agreement or force Account Work allocating additional contract time for performance of work demonstrated by the CONTRACTOR to be on the Critical Path, the added cost and time of said Change Order, Supplemental Agreement or Force Account Work shall be reflected in the next regular schedule submittal(s) by CONTRACTOR

70.05. CPM Standards

- 70.05.01** As utilized for construction project planning and management in these Contract Documents, CPM is a time-phased network representation of all operations and

activities required for the Total Work to be completed, representing the complete cost of The Work. Such time-phased network to include, but not be limited to: computerized network logic diagram computerized tabulated schedules narrative reports resource loading of all activities. A completed CPM schedule shall fully describe the relationships and sequences of all the activities that permits the determination of the "Critical Path"; said "Critical Path" that permits completion of The Total Work within the fewest or a prescribed number of calendar days.

70.05.02 Activity Schedules: Activity schedules shall include a graphic network and computerized, tabulated schedules as further described. To be acceptable the schedule must demonstrate the following: (a) A logical succession of work from start to finish. This logical succession, when accepted, is the Contractor's work plan and is only designated as early start to accommodate standard crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours), (d) Description of all work activities and interfaces including all submittals, major material and equipment procurement and deliveries.

- a. Networks: The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary "activity on node" type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 36- inch by 60-inch. Notation on each activity line shall include a brief Work description and a duration estimate as further described herein.
- b. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire top of the sheet length. Each activity shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using symbols that clearly distinguish between critical path activities, non-critical activities, and period(s) of float for each non-critical activity. All non-critical path activities shall show estimated performance time and float time in scaled form.

70.05.03 Duration: The duration indicated for each activity shall be in calendar days and shall represent the single best time for completion of said activities, considering the scope of The Work and resources planned for the activity. Weather delays, as defined herein these Contract Documents, shall be reflected on the next submitted updated Construction Schedule. Except for certain non-labor activities, such as curing concrete, procurement or delivering materials, activity durations shall not exceed fourteen (14) days, be less than one (1) day, nor exceed \$50,000 in value unless otherwise accepted in writing by the AUTHORITY.

70.05.04 Tabulated Schedules: The initial schedule reports shall include the following minimum data for each activity:

1. Activity Numbers
2. Estimated Duration
3. Activity Description
4. Early Start Date (Calendar Dated)
5. Early Finish Date (Calendar Dated)
6. Status (Whether Critical)
7. Float
8. Cost of Activity
9. Other resources including equipment hours by type, manpower by craft or crew, and materials by units.

70.05.05 Project Information: Each tabulation report shall be prefaced with the following summary data:

1. Project Name
2. CONTRACTOR
3. Type of Tabulation (Initial or Updated)
4. Project Duration
5. THEA Project Scheduled Completion Date
6. CONTRACTOR Projected Completion Date
7. Variance Analysis per Activity

70.06. Progress Meetings: For the weekly progress meeting, CONTRACTOR shall submit a three (3) week look-ahead schedule as prescribed herein these Contract Documents. Such Three Week Look Ahead Schedule shall show all activities in progress, uncompleted or scheduled to be worked during the three week period. The three-week schedule shall list all activities from the current approved CPM (most recently revised CPM, if applicable) that are scheduled for work during the three week period; are currently planned to be worked even if out of sequence; and work that is unfinished but scheduled to be finished. The schedule shall also show the planned resources and any deviations from that plan.

70.07. CONTRACTORS Daily Log: CONTRACTOR shall keep a daily log and provide a copy to the AUTHORITY (daily), with legible and comprehensive notes of all matters that may impact The Construction Schedule including, but not limited to, weather and work conditions, problems, states of all trades and subcontractors, materials deliveries, site visitors, injuries or damage to equipment or materials and other significant events that may affect the scheduled completion date of the project.

[END OF GENERAL PROVISIONS]