

EXHIBIT "A"

GENERAL CONDITIONS

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the FPRA accepting the Work as being complete, after certification by the Project Manager, as designated by the City Manager, of final completion.

1.1.7 AGREEMENT

The written agreement between the FPRA and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from FPRA on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the FPRA, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or Contract Time, or both.

1.1.14 FPRA

The Fort Pierce Redevelopment Agency (FPRA): The Owner.

1.1.15 CONTRACT AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the Project Manager, as designated by the City Manager, to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the FPRA to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the FPRA to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The Fort Pierce Redevelopment Agency: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the Project Manager, as designated by the City Manager.

1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required,

reference, or determination rests solely with the Project Manager, as designated by the City Manager, or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the FPRA and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the FPRA are and shall remain the property of the FPRA, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the FPRA on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager, as designated by the City Manager, will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Project Manager, as designated by the City Manager, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Project Manager, as designated by the City Manager, for such interpretations.

SECTION 3 – FPRA

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the FPRA or their authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The FPRA shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the FPRA shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the FPRA's control shall be furnished by the FPRA with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the FPRA enumerated herein and especially those in respect to Work by FPRA or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. FPRA'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Agreement, to include Articles 8, 10, 14, 15,16, and 17, and the Contract Documents.

3.4 FPRA'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the FPRA shall have the right to carry out the Work in accordance with Agreement and Sections 8, 14, 15, and 16, as noted in the Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the FPRA or the Project Manager, as designated by the City Manager, for any damage resulting from such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the FPRA and the Project Manager, as designated by the City Manager, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the Project Manager, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City and FPRA construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager, as designated by the City Manager, in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Project Manager, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Project Manager, as designated by the City Manager, for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Project Manager, as designated by the City Manager, may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and

pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give Project Manager, as designated by the City Manager, specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Project Manager, as designated by the City Manager, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by Project Manager, as designated by the City Manager, relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required, any related Work performed prior to Project Manager's, as designated by the City Manager, review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the FPRA or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the FPRA or any separate contractor except with the written consent of the FPRA and of such separate contractor. The Contractor shall not unreasonably withhold from FPRA or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the FPRA may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the FPRA through the Project Manager, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City and FPRA harmless from loss on account thereof except that City and FPRA shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Project Manager, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City and FPRA harmless against any and all expenses and liabilities as per the Agreement, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall be in compliance with the Agreement, to include Article 12, and all Contract Documents.

SECTION 6 - WORK BY FPRA

6.1 FPRA'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The FPRA reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the FPRA, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the FPRA and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the FPRA or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the FPRA's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the FPRA, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City or FPRA on account of any damage alleged to have been caused by the Contractor, the City or FPRA shall notify the Contractor who shall defend such proceedings at the City's or FPRA's expense, and if any judgment or award against the City or FPRA arises there from, the Contractor shall pay or satisfy it and shall reimburse the City or FPRA for all attorneys' fees and court or arbitration costs which the City or FPRA has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 FPRA'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the FPRA may clean up and charge the cost thereof to the Contractors as the Project Manager, as designated by the City Manager, shall determine to be just.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS

7.2.1 The FPRA and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the FPRA .

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 CONSIDERATION OF BIDS – SCOPE ALTERNATES

7.5.1 For the purpose of award, after opening and reading the proposals, the FPRA will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the FPRA will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the FPRA

reserves the right to reject any or all proposals and to waive technical errors that the FPRA may deem best for the interest of the FPRA . Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.6.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City and FPRA.

7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by the FPRA, Project Manager, as designated by the City Manager, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.8 TESTS

7.8.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the FPRA shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires

special inspection, testing, or approval which Paragraph 7.8.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the FPRA's additional services made necessary by such failure; otherwise the FPRA shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the Project Manager, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the Project Manager, as designated by the City Manager, when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the FPRA or the Project Manager, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the FPRA, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the FPRA pending arbitration, or by any other cause which the City Engineer or Project

Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9 – PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the FPRA to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the FPRA shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the FPRA-Contractor Agreement, the Contractor shall submit to the FPRA and Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the FPRA or the Project Manager, as designated by the City Manager, may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the FPRA will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, the FPRA shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the FPRA, based on the Project Manager's, (as designated by the City Manager) observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Project Manager, as designated by the City Manager, shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the FPRA shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with the American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the FPRA nor the Project Manager, as designated by the City Manager, shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may

otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the FPRA, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 No approval for a progress payment shall be approved prior to Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the FPRA, if in his opinion he is unable to make representations to the FPRA as provided in Subparagraph 9.4.2. If the Project Manager, as designated by the City Manager, is unable to make representations to the FPRA as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the FPRA. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the FPRA from loss because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;
3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the FPRA or other contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Time, or
7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the FPRA, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The Project Manager's, (as designated by the City Manager), final approval for payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the FPRA. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the FPRA, the Contractor may furnish a bond satisfactory to the City and FPRA, to indemnify him against any such lien. FPRA may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the FPRA all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the FPRA except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City and FPRA in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City and FPRA from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the FPRA and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

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subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the FPRA and the Project Manager, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the Project Manager, as designated by the City Manager, will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

**SECTION 11 – INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 10)**

SECTION 12 – CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Project Manager, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The FPRA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the FPRA resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Project Manager, as designated by the City Manager, written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Project Manager, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.3, (2) any order by the FPRA to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the FPRA pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager, as designated by the City Manager, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 – UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the FPRA. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the FPRA or a separate contractor as provided in Section 6, in which event the FPRA shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager, as designated by the City Manager, as defective or as failing to conform to the Contract Documents whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager, as designated by the City Manager, or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the FPRA of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the FPRA to do so unless the FPRA has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The FPRA shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the FPRA.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the FPRA may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, as designated by the City Manager, the FPRA may remove it and replace the materials or equipment at the expense of the Contractor.

If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the FPRA.

13.2.6 The Contractor shall bear the cost of making good all work of the FPRA or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the FPRA prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 – TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the Project Manager, as designated by the City Manager, has not approved an Application for Payment as provided in Paragraph 9.7 or because the FPRA has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Project Manager, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE FPRA

14.2.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors

or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Project Manager, as designated by the City Manager, that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's, as designated by the City Manager, additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the FPRA. The amount to be paid to the Contractor or to the FPRA, as the case may be, shall be certified by the Project Manager, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 – UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the Project Manager, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 – ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The FPRA shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the FPRA in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the FPRA of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the FPRA due to the above specified conditions, shall be paid by the Contractor at the FPRA's hourly rates, including all overhead.

SECTION 17 – BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the

Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to FPRA or Project Manager, as designated by the City Manager, for failure to report any conflict, error, or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to FPRA and Project Manager, as designated by the FPRA for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The Project Manager, as designated by the City Manager, may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as Project Manager, as designated by the City Manager, directs, to attend the conference.

SECTION 18 – PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 – MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the

Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The FPRA reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the FPRA or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Project Manager, as designated by the City Manager, shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined on a percentage of the completed items, in place, ready for service and accepted by the FPRA, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20
"DELETED"

SECTION 21 – COORDINATION

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after FPRA occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of FPRA activities.

SECTION 22

"DELETED"

SECTION 23

"DELETED"

SECTION 24 –PRECONSTRUCTION CONFERENCE

24.1 Project Manager, as designated by the City Manager, will schedule a conference after Notice to Award.

24.2 Attendance Required: FPRA, Contractor, Utilities Representatives. (Subcontractors if so requested by FPRA.)

24.3 Agenda:

1	Execution of FPRA-Contractor Agreement;
2	Submission of executed bonds and insurance certificates;
3	Distribution of Contract Documents;
4	Submission of list of Subcontractors, and progress schedule;
5	Designation of personnel representing the parties in Contract, and the Project Manager, as designated by the City Manager;
6	Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7	Scheduling
8	Scheduling activities of Testing Laboratory

SECTION 25 –PROGRESS MEETINGS

25.1 Project Manager, as designated by the City Manager, or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;

9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

SECTION 26 – CONTRACT CLOSEOUT

26.1 DESCRIPTION

26.1.1 Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the FPRA's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

26.3.1 Should the Project Manager, as designated by the City Manager, perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the FPRA at their request for such additional inspection services, and (2) the FPRA will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Project Manager, as designated by the City Manager, the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION