



**RFB-SF-01-0-2019**  
**ADDENDUM NUMBER 1**

**REQUEST FOR BIDS**  
**For**  
**ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND**  
**(EDTPF) INFRASTRUCTURE IMPROVEMENTS**  
**SIGNALIZATION PACKAGE**

Date: September 24, 2019  
To: All Interested Bidders and Other Interested parties  
From: Annette O'Donnell, Director of Contracts

Space Florida makes the following changes and considers Addendum Number 1 a part of the Request for Bids (RFB) document.

1. Remove Preliminary Schedule, Page 3 of 13 of RFB-01-0-2019 and replace with modified Preliminary Schedule.
2. **Attachment A Bid Form:** Remove and replace with provided Bid Form. Item 8, Owner's Allowance, has been removed from the project.
3. **Attachment B Draft Copy of Modified Fixed Price Contract:** Remove and replace with provided Draft Copy of modified fixed price contract A1A, A104.
4. **Attachment C Project Manual:**
  - a. Delete 01 21 00 OWNER'S ALLOWANCES from Table of Contents.
  - b. Delete the reference of j. Specification 01 21 00 OWNER'S ALLOWANCES Summary (Page 00 11 10-2).
  - c. Remove the entire Specification 01 21 00 OWNER'S ALLOWANCES from the Project Manual (Pages 01 21 00 – 1 to 01 21 00 – 4).
  - d. Specification 01 32 18 Construction Schedule Phasing (Bar Chart): Modify Note 3 on Page 011 32 18-4, "All work for this project shall be completed as follows and as established between the winning contractor and Space Florida. The project duration shall be 240 calendar days as described below:
    - A. Mobilization/lead time – 150 calendar days (construction activities will be permitted during this timeframe)
    - B. Construction to Substantial Completion – 60 calendar days
    - C. Final Completion – 30 calendar days
  - e. Specification 01 32 18 Construction Schedule Phasing (Bar Chart): Modify Note numbers 2, 3 and 4 on Page 011 32 18-4 to be 4, 5 and 6.

**5. Attachment D Plans:**

- a. Remove and Replace Sheet No. T-1 Key Sheet with revised sheet provided.
- b. Remove and Replace Sheet No.'s T-2, T-3 and T-4 General Notes (1-3) with revised sheets provided.
- c. Remove and Replace Sheet No. T-5 Tabulation of Quantities with revised sheet provided.
- d. Remove and Replace Sheet No. T-10 Plan Sheet with revised sheet provided.
- e. Add attached Plan Sheet T-16 to the Plans. As indicated on the Key Sheet, Plan Sheet "T-16 Standard Mast Arm Assemblies Data Table" was not included with the original RFB advertisement.

**CONTRACTOR QUESTIONS:**

**Question 1:** Is there a prevailing wage rate that must be followed on this project?

**Response 1:** There is no prevailing wage rate on this project at this time.

**Question 2:** Will the owner consider extending the contract duration? On plan sheet T-3, note #1 (under "Project Phasing and Scheduling Notes") states that the contractor has 90 calendar days for "Mobilization/Lead-Time". The lead time for mast arm assemblies is currently 22 weeks (154 calendar days) after approval of shop drawings.

**Response 2:** All work for this project shall be completed as follows and as established between the selected contractor and Space Florida. The project duration shall be 240 calendar days as described below:

- A. Mobilization/lead time – 150 calendar days (construction activities will be permitted during this timeframe)
- B. Construction to Substantial Completion – 60 calendar days
- C. Final Completion – 30 calendar days

**Question 3:** The 90 day construction schedule will not be enough time to complete this project

30 days for submittal data approval

23-25 weeks for mast arm delivery

45 days to complete installation after delivery of mast arms

Total minimum days 250 calendar days construction time

**Response 3:** Refer to Response to Question 2 above.

**Question 4:** Once NTP is given, how much procurement time will be allotted to acquire Mast Arms?

**Response 4:** Refer to Response to Question 2 above.

**Question 5:** On plan sheet T-2, under "Signal Notes", note #1 states that the contractor shall excavate 7 feet diameter holes 5' deep to ensure no utility conflicts existing. Note #3 (under the same section) states "The contractor shall hand dig the first 4' at each pole location to verify no utility conflicts". Which will be required?

**Response 5:** The Plan Sheet Note #1 is for signal pole foundation locations. Note #3 shall be modified to read, "The contractor shall hand dig the first 4' for all excavations necessary on the project to verify no utility conflicts".

**Question 6:** Will a bid bond be required with our bid submittal? If so, what percentage will be required.

**Response 6:** Bid bond is not required to be submitted with the proposal.

**Question 7:** Is there an estimated budget for this project?

**Response 7:** \$1.3 Million

**Question 8:** Is there a target date to be completed with the project based on the grant funding?

**Response 8:** The target date is June 2020. The FDOT Grant expires December 2020.

# Addendum 1

## Preliminary Schedule

**RFB-01-0-2019**  
**Addendum 1 Preliminary Schedule**

**Preliminary Schedule:** These dates are estimates only and are subject to change by SF and the schedule of pertinent events for this solicitation may be viewed on SF's website @ [www.spaceflorida.gov](http://www.spaceflorida.gov) .

<b>Event</b>	<b>Date</b>	<b>Time (EST)</b>
Legal Notice sent to Florida Today	8/29/2019	N/A
Announcement of RFB, published on SF's website & Demand Star	9/5/2019	
Question Submission Deadline	<del>9/23/2019</del> 9/26/2019	<del>12:00 Noon</del> 2:00 PM
Notice of Sealed Bid Opening published in Fla. Admin. Register and on Space Florida website NLT	9/26/2019	12:00 Noon
Question Responses Posted NLT	9/27/2019	12:00 Noon
Bids Due	10/3/2019	12:00 Noon
Sealed Bid Opening (Public Forum)	10/3/2019	1:00 PM
Notice to Intent to Award Posted NLT	10/4/2019	N/A
Notice of Full Award Posted NLT	10/17/2019	N/A

\*All questions must be submitted by e-mail to [aodonnell@spaceflorida.gov](mailto:aodonnell@spaceflorida.gov). All answers will be posted to the SF and Demand Star websites.

Attachment A

Bid Form

**SPACE FLORIDA**



**BID FORM**

**BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BID NO.:**     RFB-SF-01-0-2019    

**FACILITY NAME:**     Cape Canaveral Spaceport    

**PROJECT DESCRIPTION:**     EDTPF Signalization Package    

<b>BID FORM</b>					
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount/Item
1	NASA Parkway @ Space Commerce Way	1	Lump Sum	\$	\$
2	NASA Parkway @ KSC Visitor Center North Entrance	1	Lump Sum	\$	\$
3	NASA Parkway @ Kennedy Parkway	1	Lump Sum	\$	\$
4	Kennedy Parkway @ Schwartz Road	1	Lump Sum	\$	\$
5	Kennedy Parkway @ Saturn Causeway	1	Lump Sum	\$	\$
6	SR-401 @ Grouper Road	1	Lump Sum	\$	\$
7	Phillips Parkway @ Poseidon Avenue	1	Lump Sum	\$	\$
<b>Total Bid*</b>					<b>\$</b>

*\*Includes all work at each intersection, for a complete and operational signalized intersection, including, but not limited to, the informational pay items listed on the plans.*



**NOTE:** The contractor should read the contract documents for the requirements for construction, insurance and contractual obligations before submitting a bid proposal, for a single lump sum price for each complete and operational signalized intersection. It is the intent of the Owner to award only one (1) contract for work bid in this advertisement. The award will be made to the lowest responsive, responsible and qualified bidder based on the total sum amount bid for each and any, all, or none of the intersection that the Owner determines to be in their best interest to construct. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish Space Florida with a Public Construction Bond in 100% of the total estimated amount of the contract. The Public Construction Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The contractor in his/her bid shall include the cost of said bond.

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*(Name of Bidder)*

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*(Authorized Signature)*

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*(Title)*

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*(Mailing Address)*

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*(City, State, Zip)*

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*(Federal ID No. or SS No.)*

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*(Phone Number)*

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*(Fax Number)*

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*(Date)*

## Attachment B

Draft Copy of Modified Fixed Price Contract

**Standard Abbreviated Form of Agreement Between Owner and Contractor**

**AGREEMENT** made as of the \_\_\_ day of October in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

**Space Florida**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953  
321-730-5307

and the Contractor:  
(Name, legal status, address and other information)

**TBD**  
Contractor's License No.: \_\_\_\_\_

for the following Project:  
(Name, location and detailed description)

**ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND (EDTPF)  
INFRASTRUCTURE IMPROVEMENTS SIGNALIZATION PACKAGE**

Cape Canaveral Spaceport  
Kennedy Space Center, Florida

The Engineer:  
(Name, legal status, address and other information)

**AECOM** and/or an engineer to be determined by AECOM and/or the Owner  
7650 Courtney Campbell Causeway Owner  
Tampa, FL 33607

Whenever in this Agreement, the term "Architect" is used, it shall mean the Engineer.

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**

**ARTICLE 1 THE WORK OF THIS CONTRACT**

The Contractor shall execute and pay for the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The Work consists of constructing traffic signalization improvements at seven (7) locations/intersections on or near the Cape Canaveral Spaceport in Brevard County, Florida. The locations are on property owned/managed either by NASA, US Air Force, and Canaveral Port Authority (with Florida Department of Transportation [FDOT]). The improvements include, but are not limited to, mobilization, maintenance of traffic, demolition, erosion control, conduit, wire, electrical, traffic signalization equipment, video detection and ancillary components, mast arms, foundations, pavement markings, pavement markings removal, signage, and associated related improvement as

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outlined within the bid documents for complete and operational signalized intersections and accepted by the property owner, FDOT and Space Florida.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

The Date of Commencement of the construction of the Work for the Project shall be on or before October 20, 2019, This is an absolute date with no exceptions or extensions for any reason.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

§ 3.2 The Stipulated Sum shall be \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00), subject to additions and deductions as provided in the Contract Documents. See Exhibit "B" for Contract Sum

breakdown. Contractor's clarifications to the scope of Work are attached as Exhibit "C". The Work shall be performed in accordance with the schedule attached as Exhibit "D".

For Change Orders or Construction Change Directive Work, the amount for overhead shall be 8% and for profit 8% added or deducted for a total of sixteen percent (16%) of the Cost of the Work that is added or deducted, respectively ("Contractor's Fee"). Such Contractor's Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor's reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §14.5. Likewise, subcontractors shall not add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily general conditions costs may be added in accordance with §14.5. However, fee shall not be reduced for deductive Change Orders arising as a result of the Sales Tax Savings Program of Article 22, except fee shall be reduced on the amount of the sales tax savings.

- For Change Order Work accomplished by the Contractor's own forces, overhead and profit shall be a maximum of 10% of the Cost of the Work.
- For Change Order Work accomplished by Subcontractors, Subcontractor's overhead and profit shall be a maximum of 10% of the Cost of the Work.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Exhibit "B", if any.

**§ 3.2.2** Unit prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Exhibit "B", if any		

**§ 3.2.3** Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item	Price
None	

**§ 3.3 Cost of the Work Plus Contractor's Fee n/a**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price n/a**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 3.4.3.3** Unit Prices, if any: *(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price: *(Identify each allowance.)*

Item	Price
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**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

**§ 3.5** Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

Liquidated Damages. If the Contractor fails to substantially complete the Work before the agreed upon Date of Substantial Completion set forth in this Agreement (including any extension granted by the Owner in writing), then the Contractor agrees to pay the Owner, as liquidated damages, a sum equal to the (Contract Sum \* 10%)/365 per calendar day until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the damages that the Owner will sustain from the Contractor’s failure to timely complete the Work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as

a penalty). The foregoing liquidated damages shall be in lieu of all other monetary remedies that the Owner shall have in the event of the Contractor's delay in completing the Project.)

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty five ( 25 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% retainage shall be withheld. At 50% completion of the Project, retainage shall be reduced to 5% for each subsequent progress payment in accordance with Florida Statutes Section 218.735. Upon Substantial Completion of the entire Work all retainage shall be released except 150% of the value of punch list Work, incomplete Work, and defective Work shall be withheld.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Per Florida Statute Chapter 218..

### § 4.2 Final Payment

§ 4.2.1 Contractor shall submit its final pay request within 45 days of Final Completion of the Project. Final payment, constituting the entire unpaid balance of the Contract Sum, less 150% of the value of punch list Work, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;
- .3 the Contractor has delivered to the Owner a Contractor's Final Affidavit pursuant to Florida Law and a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1;
- .4 Contractor has delivered to Owner a certification that the Work does not contain any asbestos; and
- .5 Contractor has delivered to Owner a certification from the Building Department that the building permit has been finalized and closed out

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, but in no event until all the conditions of § 4.2.1 have been met.

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

Not Used.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
none			

§ 6.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See Exhibit E

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See Exhibit E

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
See Exhibit E		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:  
*(Check all boxes that apply.)*

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – Determination of the Cost of the Work for Change Orders  
Exhibit B - Breakdown of the Contract Sum and Clarifications  
Exhibit C – Contractor’s Clarifications  
Exhibit D – Schedule  
Exhibit E - Drawings and Specifications  
Exhibit F – Audit Requirements

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

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#### § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

**§ 7.5.1** Drawings, specifications, Instruments of Service and other documents including those in electronic form, prepared by the Architect or Contractor and furnished for the Project are the property of Owner. The Owner shall retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal 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 Owner's reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

#### § 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form

#### § 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### § 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### § 7.9 Notice

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Electronic mail may be used by the parties using the email addresses in § 19.4 and § 19.5.

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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## § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 n/a.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made

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in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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 the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. For a period of one (1) year after the date of Substantial Completion (and longer if extended warranties are provided in the Contract Documents for certain materials, equipment, and installations), the Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Such permit fees are included in the Contract Sum.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or

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lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### § 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, 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. The approved Schedule is attached as Exhibit "D".

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### § 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

### § 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 9.11 Cutting and Patching

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

### § 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

### § 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 9.15 Indemnification

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. However, any approvals, certificates, or decisions of the Architect are subject to the approval of Owner. At Owner's discretion, the duties of the Architect described herein may be performed by the Owner or the Owner's representative.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

#### ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 Subject to the Owner's written approval, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by fire, acts of God, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control or responsibility, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21; however, the Contract Sum shall not be increased, except for a per diem payment as described below. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delays described in this Section or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the

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Contract Sum be made or recognized, except for the per diem payment as described below. Contractor's sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section shall be an equitable extension of time to perform the Work for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion, and a per diem payment not to exceed the Contractor's reasonable extended daily general conditions costs per day for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion. Contractor shall not make any other claim nor seek any other damages of any kind against Owner or Architect for any delays, impacts, disruptions, or interruptions of any kind. If a Contractor caused delay runs concurrent with such delays, Contractor shall not be entitled to any extension of time or per diem payment for the concurrent period of delay. Delays caused by labor disputes, delivery delays, and dispute resolution proceedings are considered within the Contractor's control and shall not be grounds for a delay claim. This Section does preclude recovery of damages for delay by Contractor under any other provisions of the Contract Documents.

Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Work and so indicated in the Contractor's Schedule.

Extensions of time due to adverse weather conditions not reasonably anticipated will be granted only because of such inclement weather occurring on a normal working day and preventing the execution of the major or critical item of construction ordinarily performed at the time. Extensions of time for weather delays will be considered only if such inclement weather exceeds that normally recorded by the National Weather Bureau for the same month and location.

## **ARTICLE 15 PAYMENTS AND COMPLETION**

### **§ 15.1 Schedule of Values**

**§ 15.1.1** Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 15.1.2** The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### **§ 15.2 Control Estimate**

**§ 15.2.1** Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

**§ 15.2.2** The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3. The Architect's Certificate of Payment is subject to the approval of the Owner.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means,

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methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. As a condition to each progress payment the Contractor shall have furnished Owner with a partial lien waiver and release signed by Contractor, conditioned upon payment for all Work performed that is included in the current Application for Payment in the form attached to the Contract or if not attached, in a form approved by Owner, and shall have furnished Owner with partial unconditional lien waivers and releases signed by all subcontractors, suppliers, persons or entities furnishing any labor or material, equipment, services, and materials for the Project and for all Work performed by same that is included in the respective prior Application for Payment. In addition, as a condition to each progress payment, in the event that any liens have been filed against the Project, the Contractor shall have either recorded a satisfaction of such lien or transferred the lien to a bond satisfactory to Owner within ten (10) days of notice from Owner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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## § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 the Contractor's obligations under Section 9.15.

## **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$1,000,000 ) each occurrence, Two Million (\$2,000,000 ) general aggregate, and Two Million (\$ 2,000,000 ) aggregate for products-completed operations hazard, and umbrella excess liability coverage of \$5,000,000, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million (\$1,000,000 ) each accident, One Million (\$1,000,000 ) each employee, and One Million (\$1,000,000 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$1,000,000 ) per claim and One Million (\$1,000,000 ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$1,000,000 ) per claim and One Million (\$1,000,000 ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$1,000,000 ) per claim and One Million (\$1,000,000 ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The

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Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) NASA, the United States Air Force, the United States Navy, Owner, the Designer and the Designer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) NASA, the United States Air Force, the United States Navy, and Owner as an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 17.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

<b>Coverage</b>	<b>Limits</b>
1. Excess Liability, Umbrella form And	\$3,000,000
2. If any Work includes construction within the limits of a railroad right-of-way, the Contractor shall provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (July 2019), as amended.	\$2,000,000/\$6,000,000

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

**§ 17.2.2.1** Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless such costs are caused by the acts, omissions, or negligence of Contractor and in such event Contractor shall pay such costs not covered because of the deductibles. Builder's Risk insurance shall include interests of NASA, the United States Air Force, the United States Navy, Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

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§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Owner's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration.

**§ 17.2.2.7 Waiver of Subrogation**

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**§ 17.3 Performance Bond and Payment Bond**

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. See Section 22.2 below for requirements.

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§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any dispute shall be exclusively in the State Courts in the County where the Project is located

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:  
(Name, address, email address and other information)

Heidi Corder-Jensen  
[hcorder-jensen@spaceflorida.gov](mailto:hcorder-jensen@spaceflorida.gov)  
321-730-5301\_x238

**§ 19.5** The Contractor's representative:  
(Name, address, email address and other information)

tbd.

Email address to be provided by Contractor Representative

**§ 19.6** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

### **§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 20.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### **§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. As the Contractor's sole remedy hereunder, Owner shall pay the Contractor for the Work completed as of the effective date of the termination of this Agreement. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

**§ 20.4** In the event of any termination, the Contractor shall upon Owner's request, assign any and all subcontracts and purchase orders to Owner. Contractor shall have clauses in all its subcontracts and purchase orders allowing such assignment to Owner. As a precondition to any payment due Contractor as a result of any termination of this

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Agreement, Contractor shall execute any and all documents necessary to assign all rights and benefits of such subcontracts and purchase orders to Owner.

## **ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Venue for mediation shall be exclusively in the State Courts of the County where the Project is located.

### **§ 21.2 Notice of Claims**

**§ 21.2.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3. Venue for any dispute shall be exclusively in the State Courts where the Project is located.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall in accordance with Florida Statutes.

### **§ 21.6 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

### **§ 21.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract, except for Owner's right to liquidated damages. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for losses of use, principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, lost bonding capacity, loss of future work, loss of productivity and for loss of profit except anticipated profit arising directly from the Work properly performed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement., except for Owner's right to liquidated damages, as provided in this Agreement, for Contractor's delay,

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## 22. Other Provisions.

**22.1** Owner shall be entitled to make any decision or approval required by this Agreement to be made by the Architect. Any decision of Owner shall supersede any decision of the Architect. Any time Contractor shall be required to notify or report to Architect such notice or report shall be also be made to Owner.

**22.2** Bonds. Contractor shall furnish unconditional performance and payment bonds in an amount equal to 100% of the Contract Sum covering faithful performance of the Agreement and payment of all obligations arising thereunder. The cost of the bonds is included in the Contract Sum. The bonds shall comply with the requirements of Florida Statutes Section 255.05; however, "Conditional" Payment Bonds shall not be acceptable. Proper Power of Attorney shall accompany said bonds. Said bonds shall be delivered to the Owner. Contractor shall record the bonds in the public records of the County where the Project is located. No Work shall commence on the Project until the Notice of Commencement and copies of the Payment Bonds are recorded and certified copies thereof are posted at the Project site.

**22.3.** There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement. Contractor is and shall remain an independent contractor and not an employee of Space Florida or an agent of the State of Florida. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

**22.4** Discrimination Prohibited. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

**22.5** Conflicts. This Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor's Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Agreement.

**22.6** The Contract Sum includes a \$100,000 allowance sum for the Owner's exclusive and sole use to cover costs for Owner approved Change Orders, with all unspent allowance sums accruing to the benefit of the Owner. At Final Completion, the Contract Sum shall be reduced by Change Order by the amount of the unspent allowance sum. Expenditure of Owner's allowance funds by the Contractor shall be done only with written approval of the Owner.

**22.7** Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding jobsite conduct.

**22.8** Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site.

**22.9** Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

**22.10** The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

**22.11** Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**22.12 Sales Tax Savings Program.** The Owner is a not-for-profit, tax exempt organization. The Contractor shall work with and assist the Owner to prevent payment of taxes not due.

Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project. Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Before purchasing materials or equipment for the Project or a combination of like items that exceed \$5,000 in cost, Contractor shall identify in writing to Owner all materials and equipment or a combination of like items to be included in the Work that will generate sales tax savings if purchased direct by Owner. Contractor shall comply with the written procedures for Owner Purchased materials provided by Owner to Contractor and shall incorporate a similar provision to this provision in all of its subcontracts requiring the Subcontractors' compliance with said procedures. Owner shall execute direct purchase orders with vendors for such Owner Purchased materials. The purchase orders shall contain Owner's Consumer Certificate of Exemption number. Owner shall acquire title to all Owner Purchased materials at the time same are delivered to the Project site. Owner shall obtain insurance on the Owner Purchased Materials and Owner shall assume all risk of loss and theft for the Owner Purchased Materials upon their delivery to the Project site and until they are incorporated into the real property. Vendors shall invoice Owner directly for the Owner Purchased Materials. Owner shall pay vendors directly for the Owner Purchased Materials. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order maximize cost savings for the Project. Upon the execution of a purchase order, Owner and Contractor shall execute a Change Order decreasing the Contract Sum by the total cost, including the saved sales tax for the materials or equipment purchased directly by Owner under said purchase order. With respect to all direct purchases by Owner, Contractor shall remain responsible for coordinating, installing, inspecting, storing, safekeeping, handling, warranting, installation, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant to this Paragraph shall be included within and covered to the same extent as all other warranties and performance guarantees provided by Contractor pursuant to the terms of the Contract Documents, including bonds. Owner assigns to Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The Parties understand that the above Owner direct purchase procedures are generally not available to purchase fabricated materials from a vendor that, in addition to fabricating them, also installs those same fabricated materials into the Project.

The Owner agrees to indemnify and hold harmless the Contractor, its Subcontractors, vendors and suppliers from and against the payment of or liability for any sales or use taxes arising out of or resulting from the Owner purchasing materials for the Project under the Owner's sales tax exempt status, and for which the Owner or the Contractor, Subcontractors, vendors or suppliers should become liable, but only upon the condition that Contractor has properly complied with the Owner's written sales tax program procedures.

**22.13** Contractor shall permit Owner to have reasonable access to Contractor's records, account books, bills, invoices, payrolls, daily logs, and other records related to the Project. Contractor shall preserve such records for five (5) years after Substantial Completion of the Project.

**22.14** The Contractor shall ascertain, coordinate, and minimize interruptions to Owner's library operations that exist on or near the Project sites. To avoid impacts to Owner's library operations, Contractor has anticipated the need to use non-standard work hours and has included same in the Contract Sum. No claims for extras or requests for Change Orders based upon premium or overtime work due to non-standard work hours as defined by this Section shall be submitted to Owner.

**22.15 Sovereign Immunity.** Space Florida's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Space Florida beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Space Florida's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Space Florida's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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**In no event shall Space Florida be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Space Florida shall not assume any liability for the acts, omissions, or negligence of Contractor its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.**

**22.16** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

**22.17** Prohibition against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**22.18** Contractor shall be responsible for maintaining in good condition all cultivated grass plots, trees, shrubs, and landscaping on the Project site. If damaged, Contractor shall restore same to its original condition after completion of the Work.

**22.19** The provisions of Florida Statute Chapter 558 are waived by both parties and shall not be applicable to this Agreement.

**22.20** Public Entity Crime. Contractor affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

**22.21** Scrutinized Companies List.

a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Contractor has submitted a false certification, Owner will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Contractor. If Owner's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Contractor.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

**22.22** Public Records.

a. To the extent Contractor is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

i. Keep and maintain public records required by Owner to perform the services under this Agreement.

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ii. Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.

iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, DESIREE MAYFIELD AT 321-695-5301, DMAYFIELD@SPACEFLORIDA.GOV, 505 Odyssey Way, Suite 300, Exploration Park, FL 32953.**

22.23 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

22.24 Contractor represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Contractor shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

22.25 All activities under or pursuant to this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. Owner shall immediately notify Contractor should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

22.26 E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Contractor during the term of this Agreement; and Contractor shall expressly require any subcontractors to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractors during the contract term. The Department of Homeland Security's E-Verify system can be found at:  
[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The employment by Contractor or any of its subcontractors of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement.

**Only those employees determined eligible to work within the United States shall be employed under this Agreement.**

22.27 Contractor shall coordinate and conduct with its subcontractors a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the one (1) year warranty period.

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22.28 The following documents that are incorporated by reference and Contractor shall comply with all terms, conditions, and requirements of same:

\_ FDOT Funding Agreement dated June 13, 2017, contract No. GON09.\_

22.29 Contractor is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, including NASA, US Air Force, and US Navy directives, as applicable.

22.30 Contractor shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Contractor's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Contractor shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Chief Financial Officer, and Office of the Chief Inspector General. Owner may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Contractor which include, but are not limited to, papers, independent auditor working papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement.

22.31 To the extent applicable, Contractor shall comply with the audit requirements of Section 215.97 of the Florida Statutes and those found in Exhibit "F" attached, Audit Requirements. Contractor shall include the audit and record keeping requirements provided for in this Section and in Exhibit "F", in all subcontracts and for all sub-recipients of state funds according to Section 215.97 of the Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.99(2)(x) of the Florida Statutes.

22.32 NASA's Right for Access and Inspection. NASA may enter the Project site for the purposes of inspections and demolition work. Contractor shall have no claim on account of such entries against NASA, or any officer, agent, employee, or related entity thereof.

22.32 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22.33 Contractor shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents.

22.34 Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Contractor shall insert a similar provision in accordance with this Section, in all subcontracts for this Project.

22.35 Contractor shall not be entitled to any claim for delay because of restrictions associated with accessing the Project site. The Project site is an active US government installation. There will be delays and work stoppages due to government activities at or near the Project site. Contractor's vehicles and personal will be subject to delays and inspections upon entering the property and Contractor has included these delays in its Contract Sum. Contractor shall coordinate daily with the designated Owner representative prior to arriving on-site to avoid delays and work-stoppages due to other government activities at or near the Project site. Material deliveries require minimum 48 hour prior advance coordination with Owner.

22.36 Contractor shall indemnify, defend, save and hold harmless the NASA-KSC, United States Air Force, United States Navy, State of Florida, Department of Transportation, Space Florida, and its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) the performance of services under this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for

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whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Contractor to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; (iv) injury or death of any third parties (including Space Florida employees and agents and those of Contractor), or damage to property to the extent attributable to the negligence or misconduct of Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable; or (v) the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

At Space Florida's election and upon notification to Contractor, Contractor shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Space Florida; provided, however that Contractor shall not settle any such claim in an amount over \$10,000.00 without Space Florida's prior written consent. Notwithstanding the foregoing, (a) Space Florida shall have the right at Space Florida's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Contractor does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Space Florida shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Contractor, and (ii) Contractor shall be bound by any defense or settlement that Space Florida may make as to such claim. Space Florida shall also be entitled to join Contractor in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

22.37 Safety and Health Plan. Prior to commencement of the Work the Contractor shall submit to the Owner a Safety and Health Plan, or similar documentation, describing how the Contractor intends to ensure the safety and health of personnel and protect property from damage. The Safety and Health Plan, or similar documentation, shall include descriptions of policies, procedures, and techniques for all anticipated working conditions that will be encountered throughout the services to be provided.

22.38 Temporary buildings (storage sheds, yards, shops, offices, and other facilities), if used, may be erected by Contractor but only with approval by Owner and shall be built to meet all CCAFS codes with labor and materials furnished by Contractor without additional expense to Owner, the U.S. Government, the U.S. Air Force, or the U.S. Navy. One (1) week prior to commencing work, Contractor shall provide Owner representative with a list of proposed temporary facilities or other equipment requiring a lay down area. Upon completion of the Work, such temporary facilities, equipment and utilities shall be removed by Contractor at Contractor's sole expense within seven (7) calendar days.

22.39 Access. Access by Contractor to NASA facilities or property is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

22.40 There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement.

22.41 Conflicts. This Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor's Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Agreement.

22.42 Contractor shall maintain a redlined set of drawings at the job site to show any deviations made from the Contract drawings, and which reflect the "As-Built" conditions. These drawings shall clearly identify all dimensions established in the field and all deviations to the drawings, as approved by the Owner representative. All red-line drawings shall be turned-over and provided to Owner within two (2) weeks of Final Completion.

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22.43 If the scope of Work to be performed by Contractor is determined to be subject to the requirements of the Davis-Bacon Act, Contractor shall comply with all wage determinations and other applicable provisions.

22.44 Prohibition of Use of NASA Name and Emblems. Contractor shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Contractor may not use NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) without review and approval by both Owner and NASA.

22.45 Safety.

a. Contractor shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Kennedy Space Center ("KSC") Safety Procedural Requirements for Owner Organization's Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR.

b. Contractor shall comply with the tailored version of KNPR 8715.3 - 3, Chapter 7 Mishaps and Close Calls as follows:

i. KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of Contractor that result in at least one of the following:

- The death of an individual.
- Injury or illness to any individual that is not employed by Owner or Contractor, its agents or invited guests.
- Damage to property outside the Shuttle Landing Facility defined area.
- High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.

c. Contractor shall report all KSC-Reportable Mishaps to Owner, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA), by notifying the Owner's Project Manager identified in this Agreement.

d. Contractor will support the safety culture at KSC, and report any unsafe activity, condition, event, or source of danger that they observe at KSC to Owner.

e. Contractor shall comply with NASA regulations, and all other laws, policies, and guidelines that pertain to security, fire and emergency management.

22.46 Waiver of Claims as Required by NASA. Contractor hereby waives all claims against Owner, NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement for any injury to, or death of, Contractor's employees or the employees of Contractor's related entities, or for damage to, or loss of, Contractor's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Owner's or NASA's willful misconduct.

22.47 ENVIRONMENTAL COMPLIANCE.

1. Contractor shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, including items related to the space program. In the event such items are discovered at the Airport, Contractor shall cease its activities at the site and immediately notify the Space Florida's Airfield Manager.

2. Contractor shall take measures to prevent the release of hazardous materials at, about, or beneath the Airport. Contractor shall immediately report spills, releases, or emissions of hazardous materials that exceed a "Reportable Quantity" to Space Florida's Airfield Manager. Reportable Quantities for hazardous materials are defined by various federal and State of Florida regulations such as, but not limited to, 40 CFR Part 302, 40 CFR Part 355, 49 CFR Parts 171-180, Florida Administrative Code (FAC) Chapter 62-150, and FAC Chapter 62-770.

3. Contractor shall also immediately report any spill or release of hazardous materials (regardless of quantity) to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) to the Space Florida Aviation Manager.

4. Contractor shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations.

22.48 Contractor hereby waives all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Contractor waives all claims against the Government (except for such claims which result from the gross negligence or willful misconduct of the Government or its agents) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities or the performance of Contractor's responsibilities under this Agreement.

22.49 Contractor is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

22.50 It is the policy of FDOT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this Agreement. Construction Manager and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Construction Manager shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform subcontracts.

22.51 Prohibited Interests: No member, officer, or employee of Space Florida during this tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Construction Manager and its subcontractors shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Owner during the term of this Agreement and for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure with Owner, any such interest, and if such interest is immediately disclosed to Owner, Owner with prior approval of FDOT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by Owner relating to such contract, subcontract, or arrangement. Construction Manager shall insert in each of their subcontracts, the following provision: "No member, officer, or employee of Space Florida during the term of this Agreement and for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

22.52 In addition to and not in lieu of the other indemnification requirements in this Agreement, Contractor shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the Contractor, its officers, agents or employees.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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# Exhibit A – Determination of the Cost of the Work For Change Order and Construction Change Directive Work

## COST OF THE WORK

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify below, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

None.

§ 6.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel (including Contractor's Project Manager) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Prior to commencing the Work, the Contractor shall submit to the Owner for approval, a list of supervisory and field office personnel, their duties on the Work and their respective pay rates, and anticipated hours for the Project that will be assigned as a Cost of the Work. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 6.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Relocation and temporary out of town living costs of personnel, but only if approved by Owner in writing.

### **§ 6.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

### **§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 6.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ 6.4.2** Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 6.5.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ 6.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. The total rental cost of any piece of equipment for the duration of the Project that the Contractor or any related party owns shall not exceed 75% of the fair market value of that equipment at the commencement of the rental period. Where a rental agreement contains an option to purchase and this option is exercised, the equity accrued shall be credited to the Owner against the total rental cost of that equipment on the Work. Prior to beginning the Work, the Contractor shall submit a list to the Program Manager and Owner of rental equipment owned by the Contractor or a related party of the Contractor indicating the fair market value at commencement of the Work and the proposed rental rates. The Contractor shall attach to each monthly Application for Payment an itemized list of rental equipment owned by the Contractor or a related party and the applicable rates for such equipment used on the Project during that period.

**§ 6.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 6.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. There shall be no markup on these expenses.

*(Paragraph deleted)*

**§ 6.5.5** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

*(Paragraph deleted)*

§ 6.5.7 Job site vehicle shall be limited to one per site or as agreed to in writing by the Owner. Rental rates for the job site vehicle shall include gas, maintenance, repairs, and taxes and licenses and shall not be billed separately. This single job site vehicle is in addition to the supervisors' vehicle allowances.

## § 6.6 Miscellaneous Costs

*(Paragraphs deleted)*

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. If the Owner optionally implements and funds directly an Owner Controlled Insurance Program (OCIP) for the Project, no insurance costs other than the insurance costs required in the OCIP contract provisions to be paid by Contractor shall be included in the Cost of the Work. However, the cost of the Performance and Payment Bonds required for the Contractor by this Agreement shall be included in the Cost of the Work.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those to be provided by the Owner and those related to defective or nonconforming Work for which reimbursement is excluded by the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

§ 6.6.6 Small tools shall be treated as a Cost item and are defined as those tools costing five hundred dollars (\$500.00) or less. A record showing the disposition of these tools is to be on file at the Contractor's office on the project site. Ownership of small tools not consumed during construction shall remain with the Owner upon completion of the Project.

§ 6.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 In lieu or renting certain items of equipment, machinery and tools, valued at more than five hundred dollars (\$500.00) from the Contractor or other third parties, the Owner reserves the right to have those items purchased and maintained as a Cost of the Work. A record showing the

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disposition of these items is to be on file at the Contractor's office on the project site. Ownership of the items not consumed during construction shall remain with the Owner upon completion of the Project.

**§ 6.6.10** Bond costs for Contractor's subcontractors.

**§ 6.7 Other Costs and Emergencies**

**§ 6.7.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ 6.7.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**§ 6.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

**§ 6.7.4** The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, unless such costs are excluded by the provisions of Section 6.8.

**§ 6.8 Costs Not To Be Reimbursed**

**§ 6.8.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 6.2;
- .2 Expenses of the Contractor's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase, unless provided for in a separate Change Order.
- .9 Payments to Contractor's employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.), including salary increases not identified in the Contractor's bid proposal.
- .10 Technology, Data Processing, Project Specific Web Sites, or Project Management System Cost incurred by the Contractor in preparing the Project Schedule, Payroll, Accounting, Project Cost Reports or Project Status Reports and any other reports necessary to the progress of the Work.
- .11 Any fees paid to Contractor organizations (AGC, ABC, etc.).
- .12 Contractor's business license.
- .13 Recruitment or training costs of personnel.

- .14 Overtime expense of any salaried personnel.
- .15 Except as provided in Section 6.7, any cost not specifically and expressly described in Section 6.
- .16 Bond costs for Contractor's suppliers.

**§ 6.9 Discounts, Rebates and Refunds**

**§ 6.9.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner. Trade discounts, commissions, volume discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ 6.9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

*(Table deleted)(Paragraphs deleted)*

Attachment D

Plans

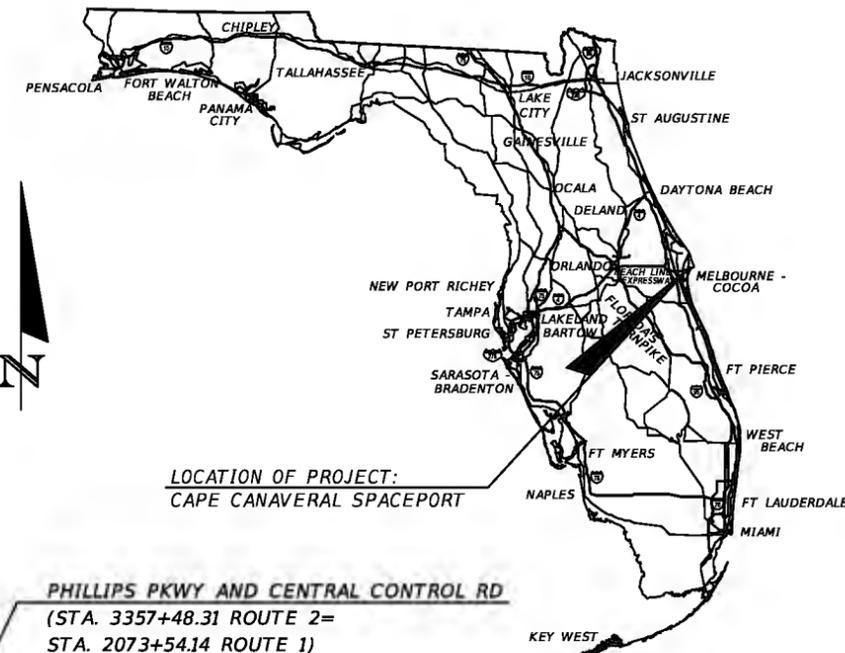
# SPACE FLORIDA ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND (EDTPF) INFRASTRUCTURE IMPROVEMENTS

## SIGNALIZATION PACKAGE

FINANCIAL PROJECT ID 439053-1-54-01

### DRAWING INDEX OF IMPROVEMENTS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2 - T-4	GENERAL NOTES (1-3)
T-5	TABLULATION OF QUANTITIES
T-6 - T-12	SIGNALIZATION PLAN (1-7)
T-13	GUIDE SIGN WORK SHEET
T-14	MAST ARM TABULATION
T-15	PEDESTAL MOUNTED SIGNAL DETAIL
T-16	STANDARD MAST ARM ASSEMBLIES DATA TABLE



ROUTE 1:  
MANUFACTURING COMPLEX TO SLC-36

BEGIN ROUTE 1:  
BLUE ORIGIN MANUFACTURING FACILITY

PHILLIPS PKWY AND CENTRAL CONTROL RD  
(STA. 3357+48.31 ROUTE 2=  
STA. 2073+54.14 ROUTE 1)

**SUBMITTAL: BID  
DATE: 09/05/2019**

END ROUTE 1 AND ROUTE 2:  
SLC-36

BEGIN ROUTE 2:  
PORT TO GROUPEL ROAD

ROUTE 2:  
PORT TO SLC-36

### PROJECT LAYOUT - SIGNALIZATION PLANS

SHEET NO.	INTERSECTION NO.	DESCRIPTION OF WORK
T-6	1	NASA PARKWAY AT SPACE COMMERCE WAY
T-7	2	NASA PARKWAY AT KSC VISITOR CENTER
T-8	3	NASA PARKWAY AT KENNEDY PARKWAY
T-9	4	KENNEDY PARKWAY AT SCHWARTZ ROAD
T-10	5	KENNEDY PARKWAY AT SATURN CAUSEWAY
T-11	6	SR 401 AT GROUPEL ROAD
T-12	7	PHILLIPS PARKWAY AT POSEIDON AVENUE

### SIGNALIZATION PLANS ENGINEER OF RECORD:

PATRICK B. NEVAH, P.E. NO.: 72369  
AECOM TECHNICAL SERVICES, INC.  
7650 W. COURTNEY CAMPBELL CSWY  
TAMPA, FLORIDA 33607  
VENDOR NO.: 952661922-011  
CERTIFICATE OF AUTHORIZATION NO.: 8115

### STRUCTURAL ENGINEER OF RECORD:

GEORGE R. PAPADOPOULOS, P.E. NO.: 55843  
AECOM TECHNICAL SERVICES, INC.  
7650 W. COURTNEY CAMPBELL CSWY  
TAMPA, FLORIDA 33607  
VENDOR NO.: 952661922-011  
CERTIFICATE OF AUTHORIZATION NO.: 8115

**SPACE FLORIDA PROJECT MANAGER:  
STEVE SZABO, P.E.**

### GOVERNING STANDARD PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY2018-19 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS).

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRS ARE AVAILABLE AT THE FOLLOWING WEBSITE: [HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

GOVERNING STANDARD SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2019 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:  
[HTTP://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](http://www.fdot.gov/programmanagement/implemented/specbooks)

KEY SHEET REVISIONS	
DATE	DESCRIPTION
09/17/19	ADDED SPECIFICATION NOTE AND STRUCTURAL EOR

**SPACE FLORIDA**



SHEET NO.

T-1

**GENERAL NOTES**

1. SPACE FLORIDA WILL BE THE GOVERNING ENTITY FOR THIS PROJECT. THE LAND IS OWNED BY NASA WITHIN KENNEDY SPACE CENTER (KSC) LIMITS, UNITED STATES AIR FORCE (USAF) WITHIN CAPE CANAVERAL AIR FORCE STATION (CCAFS), AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)/CANAVERAL PORT AUTHORITY WITHIN SR-401 AND GROUPE ROAD INTERSECTION. THE CONTRACTOR SHALL COORDINATE ACCESS TO AND HAUL ROUTES WITHIN WITH SPACE FLORIDA AND THE AFOREMENTIONED ENTITIES PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. SPACE FLORIDA HAS OBTAINED CONSTRUCTION EASEMENTS FROM NASA, USAF AND CANAVERAL PORT AUTHORITY WHICH THE CONTRACTOR SHALL COMPLY WITH.
2. ALL EXISTING DIMENSIONS, MEASUREMENTS, AND FEATURES SHOWN ON THE PLANS ARE APPROXIMATE, OBTAINED FROM THE BEST INFORMATION AVAILABLE, AND SHALL BE CHECKED AND VERIFIED IN THE FIELD BY THE CONTRACTOR AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER/OWNER IMMEDIATELY.
4. ANY DAMAGE TO EXISTING INFRASTRUCTURE/FACILITIES TO REMAIN INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, BUILDINGS, CONCRETE SLABS, UTILITIES, PAVEMENT, UTILITIES, LIGHTING, GRASS AREAS, FENCE, GATES, AND SIGNS SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
5. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE PROVIDED FROM THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY LOCATE UNDERGROUND UTILITIES BEFORE WORK IS PERFORMED IN THE AREA THAT COULD DAMAGE ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO COMMENCING WORK IN ANY AREA. UNIDENTIFIED UTILITIES/STRUCTURES SHALL BE LOCATED, IDENTIFIED, AND REPORTED PROMPTLY TO THE ENGINEER. IF, IN THE COURSE OF THE WORK, ANY UTILITY LINE IS DAMAGED, THE CONTRACTOR SHALL MAKE AN IMMEDIATE, CONTINUOUS EFFORT TO RESTORE SERVICE AS SOON AS POSSIBLE AT NO EXPENSE TO THE OWNER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH 45TH SW, NASA KSC ISC DUTY OFFICE SUPPORT, AND ALL UTILITY OWNERS THAT HAVE UTILITIES WITHIN THE LIMITS OF CONSTRUCTION FOR BOTH UTILITY IMPACTS AND UTILITY LOCATES.
7. IN CASE OF DISCREPANCIES BETWEEN ANY PORTION OF CONTRACT DOCUMENTS AND REFERENCED REQUIREMENTS, OWNER AND/OR REGULATORY AGENCIES WILL DETERMINE WHICH REQUIREMENT GOVERNS.
8. THE CONTRACTOR IS RESPONSIBLE FOR ANY WATER AND OTHER UTILITIES NEEDED TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL COORDINATE WITH NASA KSC OR USAF UTILITY CONTRACTOR COMPANIES FOR TEMPORARY SERVICES IF NEEDED AND IF AVAILABLE AND OBTAIN APPLICABLE METERS AND PERMITS IF NECESSARY. THE OWNER IS UNDER NO OBLIGATION TO PROVIDE TEMPORARY SERVICES.
9. PRIOR TO START OF WORK, THE CONTRACTOR SHALL ARRANGE TO HAVE A QUALIFIED EMPLOYEE FUNCTIONING IN THE CAPACITY OF CONSTRUCTION SUPERINTENDENT. THE CONSTRUCTION SUPERINTENDENT WILL BE REQUIRED TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION, WILL BE AUTHORIZED TO ACT ON THE CONTRACTOR'S BEHALF, AND WILL BE AVAILABLE FOR CONTACT AND TO BE ON SITE IF NEEDED, ON A 24 HOUR/DAY, 7 DAYS A WEEK BASIS.
10. NASA KSC, CCAFS AND CANAVERAL PORT AUTHORITY FACILITIES WILL BE ACTIVE DURING THE CONSTRUCTION OF THIS CONTRACT. THE CONTRACTOR WILL BE EXPECTED TO CONDUCT THE WORK SUCH THAT THE SAFETY OF OPERATIONS IS NOT REDUCED AND THAT THE OPERATIONS ARE MAINTAINED AT ALL TIMES, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS ADVISED AND SHALL ACCEPT AS AN IMPORTANT CONSIDERATION OF THE WORK, THAT THE MAINTENANCE OF SAFE, SECURE, AND EFFICIENT OPERATION OF THE FACILITIES IS AN INTEGRAL PART OF THE WORK, AND THAT SOME AREAS ARE RESTRICTED AND WORK IN THESE AREAS MAY NOT BE PERMITTED OR RESTRICTED DURING CERTAIN PORTIONS OF THE CONSTRUCTION PERIOD.
11. THE CONTRACTOR IS ADVISED THAT OTHER CONSTRUCTION ACTIVITIES MAY BE TAKING PLACE IN AND AROUND THE PROJECT AREA. CONTRACTOR IS REQUIRED TO COORDINATE THEIR ACTIVITIES WITH OTHER CONTRACTORS THAT MAY BE WORKING IN THE AREA.
12. THE CONTRACTOR IS ADVISED THAT ALL HIS/HER EMPLOYEES WORKING INSIDE THE CCAFS AND WITHIN NASA PROPERTY MUST CONFORM TO ALL FACILITY SECURITY REQUIREMENTS.
13. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING AND SUBMITTING ALL PERMITS REQUIRED FROM USAF, NASA KSC, FDOT, PORT CANAVERAL, BREVARD COUNTY OR OTHER GOVERNING AGENCIES THAT APPLY TO THIS PROJECT. CONTRACTOR SHALL OBTAIN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERIC PERMIT FOR STORMWATER DISCHARGES.

14. ALL UTILITY OUTAGES ASSOCIATED WITH NEW UTILITY INSTALLATION OR MODIFICATIONS OF EXISTING UTILITIES (I.E., POWER, WATER, SEWER, COMMUNICATIONS) SHALL BE COORDINATED WITH SPACE FLORIDA, CONSTRUCTION ENGINEERING AND INSPECTION (CEI), ENGINEER, NASA KSC, PORT CANAVERAL, AND USAF. WORK SHALL NOT BEGIN UNTIL APPROVAL HAS BEEN GRANTED BY NASA KSC, USAF, AND/ OR SPACE FLORIDA. ALL EXISTING FIXTURES SUCH AS WATER MAIN VALVES AND HYDRANTS SHOULD ONLY BE OPERATED BY AUTHORIZED NASA KSC OR USAF APPROVED CONTRACTORS, UNLESS EXPRESS PERMISSION OR OVERSIGHT IS PROVIDED. UTILITY OUTAGES FOR SUCH SYSTEMS MUST BE COORDINATED AND APPROVED THROUGH NASA KSC OR USAF PRIOR TO WORK BEING PERFORMED.
15. CONTRACTOR SHALL ADHERE TO RULES AND REGULATIONS MANDATED BY USAF 45TH SPACE WING FOR CONSTRUCTION ACTIVITIES WITHIN CCAFS.
16. THE CONTRACTOR SHALL LEGALLY DISPOSE OF, OFF OF USAF/NASA/FDOT/PORT CANAVERAL PROPERTY, ALL EXCESS OR UNUSABLE MATERIAL FROM ANY PORTION OF THIS CONTRACT'S CONSTRUCTION ACTIVITIES. THE COST OF ANY REMOVAL, DISPOSAL AND HAULING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
17. CONTRACTOR SHALL ADHERE TO RULES AND REGULATIONS MANDATED BY NASA KSC, USAF 45TH SPACE WING, FDOT, AND PORT CANAVERAL FOR CONSTRUCTION ACTIVITIES WITHIN THE PROJECT.

**SIGNAL NOTES**

1. NO SOFT DIGS OR TEST HOLES WERE PERFORMED DURING THE ENGINEERING ANALYSIS. MAST ARM LOCATIONS WILL BE ADJUSTED TO ELIMINATE UTILITY CONFLICTS. DURING MOBILIZATION AND PRIOR TO THE CONSTRUCTION OF THE FOUNDATION, THE CONTRACTOR SHALL EXCAVATE 7 FEET DIAMETER HOLES 5' FEET DEEP TO ENSURE NO UTILITY CONFLICTS EXIST. THIS COST SHALL BE INCIDENTAL TO THE NEAREST PAY ITEM. IF STANDARD UTILITY CLEARANCES CANNOT BE ACHIEVED FOR SIGNAL FOUNDATIONS OR ROADWAY CONSTRUCTION, THE CONTRACTOR MAYBE REQUESTED TO EXPOSE AND PROTECT EXISTING CONFLICTING UTILITIES BY ENCASING WITH 12" CONCRETE ALL AROUND OR OTHER MEANS, THE CONFLICTING UTILITIES. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
2. IT SHOULD BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY JACKING, DIRECTIONAL BORING, OR TRENCHING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE JOB SITE CONDITIONS BEFORE SUBMITTING BID PROPOSALS IN ACCORDANCE WITH THE SPECIFICATIONS.
3. THE CONTRACTOR SHALL HAND DIG THE FIRST 4' FOR ALL EXCAVATIONS NECESSARY ON THE PROJECT TO VERIFY NO UTILITY CONFLICTS.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO INSTALLATION OF CONCRETE POLE ASSEMBLIES, MAST ARM ASSEMBLIES, PEDESTAL SIGNAL POLES, CONDUIT, OR ANY OTHER EXCAVATION OF ANY KIND.
5. EXISTING SIGNALIZATION SHALL REMAIN IN PLACE AND FULLY OPERATIONAL TO THE EXTENT POSSIBLE AND SHALL BE USED FOR MAINTENANCE OF TRAFFIC AS REQUIRED. COST OF REMOVAL AFTER PROPOSED SIGNALS ARE IN PLACE SHALL BE INCLUDED IN THE SIGNALIZATION PAY ITEMS.
6. THE CONTRACTOR SHALL VERIFY COLOR CODES FOR BOTH SIGNAL AND INTERCONNECT CABLE WITH THE MAINTAINING AGENCY BEFORE ORDERING. WIRING DIAGRAMS SHALL BE IN ACCORDANCE WITH THE JULY 2019 FDOT STANDARD SPECIFICATIONS.
7. ALL CABLING MUST BE LABELED BY CABLE AND BY WIRE WITH PERMANENT LEGIBLE, WEATHERPROOF TAGS THAT ARE SECURELY ATTACHED TO EACH CABLE. ALL SPARES MUST BE LABELED AS SPARES IN ASSOCIATED RUN SUCH AS "WB ARM" FOR THE WESTBOUND MAST ARM SPARES. LABELING MUST BE ATTACHED TO CABLE NEAR THE TERMINATION POINT.
8. CABINET WIRING IS TO BE NEATLY BUNDLED, SEPARATED, AND WIRING SLACK SHALL BE STORED IN NEAREST PULL BOXES AND NOT IN THE CABINET.
9. SIX FEET OF ADDITIONAL SIGNAL CABLE SLACK SHALL BE WOUND INSIDE THE UPRIGHT AND SUPPORTED BY THE CABLE CLAMP SUCH THAT THE TERMINAL BLOCK CAN BE REMOVED FROM THE UPRIGHT TO ALLOW FOR TROUBLE SHOOTING.
10. THE CABLE GRIP SHALL BE OF SUFFICIENT SIZE TO NOT COMPROMISE THE INSULATION ON THE SIGNAL CABLE.
11. PULL BOXES SHALL BE INSTALLED A MINIMUM OF 5 FEET BEHIND CURB. PULL BOXES SHALL BE INSTALLED 7 FEET FROM EDGE OF PAVEMENT WHERE CURB IS NOT PRESENT.

12. ALL PULL BOXES AND COVERS ARE TO BE OF APPROVED DESIGN AND MATERIALS AND SHALL BE CONSTRUCTED OF NON-METALLIC COMPOSITE MATERIAL. ALL PULL BOX COVERS SHALL HAVE THE APPROPRIATE IDENTIFICATION LABELS "TRAFFIC SIGNAL" MOLDED IN TO THE MATERIAL.
13. DIRECTIONALLY DRILLED CONDUIT RUNS SHALL INCLUDE A SPARE CONDUIT AT THE DROP-IN PRICE. THE SPARE CONDUIT SHALL BE TURNED UP AND CAPPED IN THE SAME PULL BOX AS THE REQUIRED BORED CONDUIT.
14. ALL SIGNAL HEADS SHALL BE CONSTRUCTED EXCLUSIVELY OF POLYCARBONATE MATERIAL, BLACK IN COLOR, WITH TUNNEL VISORS, AND SHALL BE SUPPLIED WITH L.E.D. OPTICAL ASSEMBLIES /ALL INDICATIONS.
15. EXISTING LOOPS DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
16. EXISTING SECTION CORNERS, ¼SECTION CORNERS, PROPERTY CORNERS, OR MONUMENTS TO BE DISTURBED BY CONSTRUCTION SHALL BE REFERENCED AND RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.
17. THE MAINTAINING AGENCY FOR TRAFFIC SIGNALS AT GROUPE ROAD/SR-401 SHALL BE BREVARD COUNTY TRAFFIC ENGINEERING OPERATIONS. THE SIGNALS WITHIN POSEIDON AVE AND SR-401 ARE MAINTAINED BY USAF. ALL OTHER SIGNALS ARE MAINTAINED BY NASA KSC. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY, IN WRITING, THE AGENCIES BELOW AND PROVIDE A MINIMUM NOTICE OF THREE BUSINESS DAYS PRIOR TO THE START OF TRAFFIC SIGNAL INSTALLATION OR ANY WORK WHICH MAY IMPACT THE NORMAL OPERATION OF ANY EXISTING TRAFFIC SIGNAL.

BREVARD COUNTY TRAFFIC ENGINEERING/OPERATIONS  
580 MANOR DRIVE  
MERRITT ISLAND, FLORIDA 32952  
(321) 455-1440

NASA KSC  
JEFFERY BEYERS  
PROJECT MANAGER AND SPACE FLORIDA LIAISON  
(321) 867-6215

NASA KSC  
MICHAEL CANNON  
TRAFFIC SIGNALS MAINTENANCE  
(321) 861-5029

USAF 45TH/CCAFS  
GREG DEAL  
PROJECT MANAGER AND SPACE FLORIDA LIAISON  
(321) 853-0919

CANAVERAL PORT AUTHORITY  
PATRICK HAMMOND, PE  
PROJECT MANAGER CONSTRUCTION  
321- 394-3419.

18. THE CONTRACTOR SHALL COORDINATE THE FINAL ACCEPTANCE INSPECTION IN ACCORDANCE WITH FDOT SPECIFICATIONS 611-2.2 WITH BOTH THE ENGINEER OF RECORD AND THE MAINTAINING AGENCY AT LEAST TEN DAYS IN ADVANCE SO THAT THEY CAN BE PRESENT. SIGNAL INSTALLATION INSPECTION REQUIREMENTS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 105-8.9.

19. THE CONTRACTOR IS REQUIRED TO INSPECT THE INSTALLATION OF THE TRAFFIC SIGNALS IN ACCORDANCE WITH FDOT SPECIFICATION 105-5.10. THE CONTRACTOR SHALL COORDINATE THE FINAL ACCEPTANCE INSPECTION IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.2 WITH THE ENGINEER AT LEAST TEN DAYS IN ADVANCE. THE MAINTAINING AGENCY AND RAY MARLIN AT (386)943-5318 SHOULD ALSO BE CONTACTED TEN DAYS BEFORE THE INSPECTION IS TO BE PERFORMED SO THEY MAY BE PRESENT.

20. AT TIME OF FINAL PROJECT INSPECTION, THE CONTRACTOR SHALL FURNISH TO THE INSPECTOR NINE COMPLETE SETS OF AS-BUILT PLANS, THREE FOR EACH MAINTAINING AGENCY.

21. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ELEVATIONS PRIOR TO ORDERING AND FABRICATION OF MAST ARMS.

REVISIONS				AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 C.A. NO. 8115 PATRICK B. NEVAH, P.E. NO. 72369	SPACE FLORIDA EDTPF SIGNALIZATION PLANS			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
09/17/19	1 UPDATED NOTES				BREVARD	439053-1-54-01	<b>GENERAL NOTES (1)</b>	
							T-2	

22. THE EQUIPMENT, INSTALLATION, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING, UNLESS OTHERWISE NOTED:

- A. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED JULY 2019.
- B. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, FY 2019-20 EDITION WITH MODIFICATIONS.
- C. BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS FOR SIGNALIZATION AND HIGHWAY LIGHTING, 2018 EDITION.
- D. IF CONFLICTS ARISE, THE BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN.

**PAY ITEM NOTES**

- 1. THE CONTRACTOR SHALL BID ON THE SPACE FLORIDA BID FORM PAY ITEMS PROVIDED FOR A SINGLE LUMP SUM PRICE FOR EACH COMPLETE AND OPERATIONAL SIGNALIZED INTERSECTION. THE CONTRACTOR SHOULD READ THE CONTRACT DOCUMENTS FOR THE REQUIREMENTS FOR CONSTRUCTION SCOPE OF WORK, INCIDENTALS, INSURANCE AND CONTRACTUAL OBLIGATIONS, AND INCLUDE THE COSTS IN THE CONTRACTOR'S BID UNDER THE NEAREST APPLICABLE BID ITEM.
- 2. ALL FDOT PAY ITEMS, DESCRIPTIONS AND QUANTITIES PROVIDED ARE FOR INFORMATIONAL PURPOSES.
- 3. ~~THE OWNERS ALLOWANCE MANAGEMENT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. AS APPROVED BY SPACE FLORIDA, THE OWNERS ALLOWANCE IS TO BE UTILIZED FOR UNFORESEEN CONDITIONS, UTILITY RELOCATION EXPENSES, FPL POWER LINES DE-ENERGIZING, AND OTHER USAF/NASA EXPENSES.~~
- 4. ALL UTILITIES COORDINATION ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL TO THE NEAREST APPLICABLE PAY ITEM FOR EACH COMPLETE AND OPERATIONAL SIGNALIZED INTERSECTION.
- 5. ALL SALVAGEABLE ITEMS (SIGNALS AND MAST ARMS) SHALL BECOME PROPERTY OF THE LAND OWNERS. AS APPLICABLE, DISPOSAL OF NON SALVAGEABLE ITEMS FROM LAND OWNED BY USAF OR NASA KSC, SHALL BE DISPOSED OF AS DIRECTED BY USAF OR NASA KSC.
- 6. 110-1-1 PAY ITEM SHALL INCLUDE THE COST OF TREE AND STUMP REMOVAL NECESSARY FOR SIGNAL INSTALLATION.
- 7. 649-26-3 PAY ITEM SHALL INCLUDE THE COST OF TRIMMING THE LENGTH OF ARM AS CALLED FOR IN THE PLAN SHEETS, CAPPING THE ENDS OFF, CUTTING THE SIGNAL WIRE TO THE NEW LENGTH AND DISPOSAL.
- 8. 649-26-7 PAY ITEM SHALL INCLUDE THE COST OF REMOVING THE EXISTING WB ARM AND ATTACHMENTS, AS WELL AS CAPPING OFF THE FLANGE AT THE UPRIGHT AT THE POSEIDON AVENUE AND PHILLIPS PARKWAY INTERSECTION.
- 9. 650-1-70: PAY ITEM TO COVER ALL NECESSARY ITEMS TO RECONNECT SIGNAL HEAD TO EXISTING MAST ARM, INCLUDING WIRING AND ACCESS TO WIRING FROM MAST ARM.
- 10. 660-4-11 & 660-4-12 PAY ITEM SHALL INCLUDE THE COST OF SUNSHIELDS AND POINT DISCHARGE DISSIPATION TERMINALS FOR EACH CAMERA. AN INTEGRATED MENU-DRIVEN INTERFACE, COAX LINE PROTECTORS AND CAMERA POWER PROTECTORS ARE ALSO INCLUDED, AND REQUIRED, UNDER THIS PAY ITEM. COORDINATE WITH THE MAINTAINING AGENCY LISTED ON THE PLANS TO SELECT A SYSTEM THAT IS COMPLIANT WITH THEIR EXISTING EQUIPMENT. THIS SHALL INCLUDE THE SIAMESE COAX LINE WITH BLACK/WHITE/GREEN CONDUCTORS FOR THE NASA MAINTAINED CAMERAS.
- 11. 670-5-400 PAY ITEM TO COVER ALL NECESSARY ITEMS TO RECONNECT SIGNAL HEAD TO EXISTING MAST ARM AND CABINET, INCLUDING DRILLING THE CABINET FOUNDATION IF SPARES ARE UNUSABLE/UNAVAILABLE, WIRING AND ACCESS TO WIRING FROM MAST ARM.

**SAFETY AND SECURITY NOTES**

- 1. NASA KSC BADGING - ALL CONTRACTOR AND SUBCONTRACTOR PERSONNEL NEEDING ACCESS TO THE NASA KSC SHALL OBTAIN A BADGE VIA THE NASA BADGING ID STATION LOCATED ON SR 405 NASA PARKWAY WEST OF KSC MAIN GATE. APPLICATION FORMS SHALL BE REQUESTED FROM SPACE FLORIDA; ONCE COMPLETED AND SIGNED THEY SHALL BE SUBMITTED TO SPACE FLORIDA FOR FINAL SIGNATURES. SPACE FLORIDA WILL FORWARD BADGING FORMS TO NASA KSC; NASA KSC RESERVES THE RIGHTS TO DENY BADGES DEPENDENT ON SECURITY AND BACKGROUND CHECKS. ALL CONTRACTOR PERSONNEL SHALL PROVIDE TWO FORMS OF VALID U.S. IDENTIFICATION MEDIA. THE BADGES ARE FREE; HOWEVER, THERE IS A CHARGE FOR LOST BADGES. TYPICALLY, IT TAKES APPROXIMATELY 3 BUSINESS DAYS.

2. USAF CCAFS BADGING - ALL CONTRACTOR AND SUBCONTRACTOR PERSONNEL NEEDING ACCESS TO THE USAF CCAFS SHALL OBTAIN A BADGE VIA THE CCAFS BADGING ID STATION LOCATED ON SR 401 PHILLIPS PARKWAY WEST OF CCAFS MAIN GATE. APPLICATION FORMS SHALL BE REQUESTED FROM SPACE FLORIDA; ONCE COMPLETED AND SIGNED THEY SHALL BE SUBMITTED TO SPACE FLORIDA FOR FINAL SIGNATURES. SPACE FLORIDA WILL FORWARD BADGING FORMS TO USAF; USAF RESERVES THE RIGHTS TO DENY BADGES DEPENDENT ON SECURITY AND BACKGROUND CHECKS. ALL CONTRACTOR PERSONNEL SHALL PROVIDE TWO FORMS OF VALID U.S. IDENTIFICATION MEDIA. THE BADGES ARE FREE; HOWEVER, THERE IS A CHARGE FOR LOST BADGES. TYPICALLY, IT TAKES APPROXIMATELY 3 BUSINESS DAYS.

3. VEHICLE/EQUIPMENT INSPECTIONS: ALL CONTRACTOR, VENDOR, AND SUBCONTRACTOR PERSONNEL VEHICLES AND EQUIPMENT SHALL ADHERE TO NASA KSC AND CCAFS REQUIREMENTS. THESE MUST GO THROUGH THE SECURITY CHECK LOCATED AT THE RESPECTIVE BADGING STATIONS. EVERYONE NEEDING TO ACCESS KSC AND CCAFS WILL BE REQUIRED TO HAVE AN APPROVED BADGE.

4. GROUND CONTROL - CONTRACTOR VEHICLES WILL NOT BE PERMITTED ON SECURED AREAS WITHIN NASA KSC AND CCAFS. CONTRACTOR SHALL ENSURE CONTRACTOR PERSONNEL AND VEHICLE REFRAIN FROM TOURING OTHER AREAS OF NASA KSC AND CCAFS.

5. ROADWAY CLOSURES - ROADS SHALL NOT BE CLOSED WITHOUT APPROVAL OF SPACE FLORIDA, NASA KSC, USAF, FDOT AND PORT CANAVERAL. A MINIMUM OF SEVEN DAYS WRITTEN NOTICE OF REQUESTED CLOSING SHALL BE SUBMITTED TO LAND OWNERS VIA SPACE FLORIDA, WHO WILL COORDINATE THE REQUEST WITH USAF/NASA KSC/FDOT/PORT CANAVERAL.

6. OPEN TRENCHES ANY CONSTRUCTION ACTIVITY OR OPEN TRENCHES SHALL BE CLEARLY MARKED, AND ALL TRENCHING MUST BE CONSTRUCTED TO MEET THE TRENCH SAFETY ACT.

7. STOCKPILE, EROSION AND DUST CONTROL STOCKPILED MATERIAL AND DUST CONTROL SHALL BE TREATED IN SUCH A MANNER AS TO PREVENT MOVEMENT RESULTING FROM WIND CONDITIONS IN EXCESS OF 10 KNOTS OR RAIN WASHOUTS.

8. INSPECTIONS - UPON COMPLETION OF THE CONTRACTOR'S WORK AND PRIOR TO OPENING FOR USE, THE CONTRACTOR WILL ARRANGE FOR INSPECTIONS BY SPACE FLORIDA, NASA KSC, USAF, PORT CANAVERAL, FDOT OR OTHER REGULATORY AGENCIES (IF APPLICABLE) FOR CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

9. STAGING/STORAGE AREA - THE CONTRACTOR SHALL USE AN APPROVED STAGING AREA BY SPACE FLORIDA, NASA KSC, USAF, FDOT, PORT CANAVERAL AND SHALL BE RESPONSIBLE FOR THE SECURITY AND SAFETY OF THEIR EQUIPMENT AND MATERIALS.

10. CONTRACTOR ACTIVITIES ARE RESTRICTED TO THE AREA WITHIN THE IMMEDIATE PROJECT CONSTRUCTION LIMITS EXCEPT FOR ACCESS TO THE SITE. ALL MATERIALS DELIVERY VENDORS AND SUBCONTRACTOR SHALL BE

11. SPILLS: CCAFS AND NASA KSC HAS SPECIFIC PROCEDURES FOR HAZARDOUS SPILLS. ALL HAZARDOUS SPILLS MUST BE REPORTED TO CCAFS CAPE SUPPORT AT 321-853-5211 OR NASA KSC DUTY OFFICE: 321-861-5050.

12. HAZARDOUS/CONTROLLED WASTE: IN THE EVENT HAZARDOUS WASTE IS GENERATED FOLLOW CCAFS HAZARDOUS WASTE MANAGEMENT PLAN AND CONTACT 321-853-6985.

**PROJECT PHASING AND SCHEDULING NOTES**

1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED AS FOLLOWS AND AS ESTABLISHED BETWEEN THE WINNING CONTRACTOR AND SPACE FLORIDA. THE PROJECT DURATION SHALL BE 240 CALENDAR DAYS AS DESCRIBED BELOW:

- A. MOBILIZATION/LEAD TIME - 150 CALENDAR DAYS (CONSTRUCTION ACTIVITIES WILL BE PERMITTED WITHIN THIS TIMEFRAME)
- B. CONSTRUCTION TO SUBSTANTIAL COMPLETION - 60 CALENDAR DAYS
- C. FINAL COMPLETION - 30 CALENDAR DAYS

2. TYPICAL CONSTRUCTION HOURS FOR THIS PROJECT ARE FROM 0700 TO 1800 HOURS. ANY CONSTRUCTION ACTIVITIES OUTSIDE OF THIS TIME FRAME SHALL BE COORDINATED WITH SPACE FLORIDA AND RESPECTIVE LAND OWNERS.

3. CONTRACTOR SHALL BE PERMITTED TO WORK SIMULTANEOUSLY AT ALL INTERSECTIONS ON THE PROJECT; HOWEVER, MAINTENANCE OF TRAFFIC MEASURES MEETING THE REQUIREMENTS OF FDOT SHALL BE IN PLACE. CONTRACTOR MAYBE REQUESTED TO ALTER THE MOT OR WORKING SCHEDULES AS KSC AND CCAFS FREQUENTLY HAVE LARGE LAUNCH/MISSION SPECIFIC INFRASTRUCTURE THAT GET TRANSPORTED THROUGHOUT THE LIMITS OF THE PROJECT.

4. CAPE CANAVERAL SPACEPORT (KSC AND CCAFS) HAS MANDATED "NO DIG DAYS" DUE TO LAUNCHES/OPERATIONAL RESTRICTIONS; THEREFORE, PRIOR TO DIGGING OR AT THE BEGINNING OF THE WORK DAY, CONTRACTOR SHALL ENSURE AREAS WHERE THE DIGGING IS TO OCCUR ARE NOT WITHIN "NO DIG DAY" ZONES. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL DAILY CONTACT USAF CAPE SUPPORT DUTY OFFICE AT 321-853-5211 FOR CRITICAL DAY STATUS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL DAILY CONTACT NASA KSC ISC DUTY OFFICE AT 321-861-5050 FOR CRITICAL DAY STATUS.

5. WHEN ROAD CONSTRUCTION WORKERS ARE INSIDE ANY OF THE QUANTITY-DISTANCE (QD) ARCS FOR EXPLOSIVES SAFETY PURPOSES ON CCAFS, THEN A RISK ASSESSMENT (RA) NEEDS TO BE ACCOMPLISHED AND COORDINATED WITH USAF SW/SEW. IF ON NASA KSC SIDE, THIS NEEDS TO BE COORDINATED WITH THE APPROPRIATE NASA CONTACTS.

**TEMPORARY TRAFFIC CONTROL NOTES**

1. PLACE A PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) 14 DAYS IN ADVANCE OF THE PROPOSED CONSTRUCTION START DATE ALONG THE APPROACHES TO THE PROJECT LIMITS AT LEAST 500 FEET IN ADVANCE OF THE WORK ZONE LIMITS SUGGESTED MESSAGES:



2. PLACE ADVANCE WARNING SIGNS, WORK ZONE SIGNS, AND TRAFFIC CONTROL DEVICES AS REQUIRED PER 2019 / 2020 STANDARD PLAN INDEXES 102-612 AND 102-613.

3. USING INDEXES 102-612 AND 102-613, CLOSE LANE ADJACENT TO AREA ADJACENT TO SIGNAL INSTALLATION.

4. EACH DAY PRIOR TO ANY WORK REQUIRING TRAFFIC CONTROL, THE CONTRACTOR SHALL NOTIFY THE KSC DUTY OFFICE (321-861-5050) OR CAPE SUPPORT (321-853-5211) AS APPROPRIATE.

**CIVIL/UTILITIES NOTES**

1. THE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND WERE OBTAINED FROM BEST INFORMATION AVAILABLE. THESE ARE APPROXIMATE AND MUST BE FIELD EXPOSED WITHIN 5 FEET OF SIGNAL FOUNDATIONS AND OTHER PROPOSED UNDERGROUND IMPROVEMENTS OF THE PROJECT. THE UTILITIES PROVIDED IDENTIFIED DURING THE GEOTECHNICAL BORINGS DIG PERMITTING PROCESS INCLUDED, BUT ARE NOT LIMITED TO:

- SUNSHINE 811 (CELL) (800)-432-4770
- LEVEL 3 COMMUNICATIONS (801)-364-1063
- ATT (800)-778-9140
- BRIGHT HOUSE (800)-778-9140
- COCOA WATER (321)-433-8404
- CENTURY LINK (877)-366-8344
- CITY GAS (321)-288-1126/(786)-459-3655
- FPL (800)-778-9140
- NASA KSC LOCATOR SUPPORT (321)-749-4840
- USAF/CCAFS COMM LOCATES (321)-853-2141
- USAF/CCAFS UTILITIES (321)-423-0582
- SEAPORT CANAVERAL (321)-785-2713.

2. ALL EXISTING DRAINAGE/STORMWATER STRUCTURES AND FEATURES ARE TO REMAIN OPERATIONAL IN THEIR EXISTING CAPACITY UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR SHALL VERIFY THAT ALL REQUIRED CLEARANCES CAN BE MET, AND IF ANY CANNOT BE MET, THE CONTRACTOR SHALL NOTIFY THE OAR/ENGINEER/CEI IN WRITING A MINIMUM OF 14 WORKING DAYS PRIOR TO CONSTRUCTING ANY SUCH ITEM.

4. THE CONTRACTOR SHALL NOTIFY THE OAR/ ENGINEER/CEI IN WRITING A MINIMUM OF 14 WORKING DAYS PRIOR TO MAKING ANY CONNECTION TO THE WATER, SEWER, COMMUNICATION, ELECTRIC, OR OTHER UTILITY SERVICE. ADDITIONALLY, THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CONTRACTING OFFICER A MINIMUM OF 14 WORKING DAYS PRIOR TO INTERRUPTING WATER, SEWER, COMMUNICATION, ELECTRICAL, OR OTHER UTILITY SERVICE.

5. CONTRACTOR SHALL HAND EXCAVATE WITHIN 4 FEET OF ALL EXISTING UNDERGROUND UTILITIES.

6. REGRADE AREAS SURROUNDING THE IMPROVEMENTS TO PROVIDE POSITIVE DRAINAGE AND PREVENT LOCALIZED PONDING OR LOW SPOTS IN BETWEEN THE FOUNDATIONS.

7. ALL EXCAVATIONS, CORING, AND DIGGING OPERATIONS ASSOCIATED WITH CONSTRUCTION WITHIN CCAFS AND KSC LIMITS REQUIRE A DIG PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DIG PERMITS, INCLUDING LOCATOR SERVICES SPECIFIC FOR KSC, CCAFS, AND SUNSHINE 811 SERVICE FOR THE PROJECT. ALL DIGGING ACTIVITIES SHALL BE COORDINATED, DEPENDING ON LOCATION, WITH USAF 45TH SW CAPE SUPPORT, NASA KSC ISC DUTY OFFICE SUPPORT, SPACE FLORIDA, AND SPACE FLORIDA CEI, EACH DAY PRIOR TO COMMENCING ANY DIGGING OR EXCAVATION WORK.

REVISIONS				AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNAY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 C.A. NO. 8115 PATRICK B. NEVAH, P.E. NO. 72369	SPACE FLORIDA EDTPF SIGNALIZATION PLANS			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
09/17/19	1 UPDATED NOTES				BREVARD	439053-1-54-01	GENERAL NOTES (2)	
							T-3	

8. NASA KSC DIG PERMIT: ALL CONSTRUCTION WITHIN KSC REQUIRE A DIG PERMIT VIA, "KSC FORM 26-312V3 NS (REV. 08/09)". AN APPROVED DIG PERMIT NUMBER SHALL BE REQUIRED FOR PERMISSION TO PROCEED. DIG PERMIT AND SPECIFIC LOCATOR SERVICES CAN BE OBTAINED THROUGH 321-749-4840. WHEN THE LOCATOR SERVICE (INCLUDING SUNSHINE 811 SERVICE) HAS BEEN COMPLETED, THE DIG PERMIT WILL BE ISSUED BY KSC.

9. CCAFS DIG PERMIT: ALL CONSTRUCTION WITHIN CCAFS LIMITS REQUIRE A DIG PERMIT VIA, "USAF AF FORM 332/103". AN APPROVED DIG PERMIT NUMBER SHALL BE REQUIRED FOR PERMISSION TO PROCEED. REQUIRED FORMS INCLUDE FORM 332 (WORK REQUEST FORM) AND FORM 103 (WORK CLEARANCE FORM). FORM 332 (PREPARED BY THE CONTRACTOR) DEFINES THE PROJECT AND RESULTS IN FORM 103 (PREPARED BY THE USAF) DEFINING THE WORK REQUIREMENTS. FORM 103 IDENTIFIES EXCAVATION RESTRICTIONS AND REQUIRES THE CONTRACTOR TO CONTACT LOCATOR SERVICES FOR UTILITIES, COMM LINES, ENVIRONMENTAL, AND SUNSHINE811SERVICE. WHEN FORM 103 HAS BEEN COMPLETED BY THE CONTRACTOR, THE CONTRACTOR WILL THEN BE ISSUED A DIG PERMIT BY CCAFS. CONTRACTOR WILL BE REQUIRED TO SIGN THE FINAL DIG PERMIT AFTER ALL APPROVAL ARE GRANTED; A COPY WILL NEED TO BE SUBMITTED TO USAF AND SPACE FLORIDA.

10. ALL WORK ACTIVITIES WITHIN THE INTERSECTION OF GROUPE ROAD/SR-401 INTERSECTION SHALL BE HANDLED AS STATE PROPERTY AND LOCATOR SERVICES SHALL BE OBTAINED PRIOR TO ANY EXCAVATION. IN ADDITION, SEAPORT CANAVERAL SHALL BE CONTACTED TO LOCATE THE FUEL LINE WITHIN THE VICINITY OF THE PROJECT: ADAM LOCKE, SEAPORT CANAVERAL MAINTENANCE MANAGER, 321-785-2713. THE CANAVERAL PORT AUTHORITY CONTACT WILL BE PATRICK HAMMOND, PE, PROJECT MANAGER CONSTRUCTION, 321- 394-3419.

11. ALL DESIGN DEVELOPMENT AND/OR CONSTRUCTION SHALL COMPLY WITH THE CAPE CANAVERAL SPACEPORT DEVELOPMENT MANUAL (LATEST VERSION), FOUND ON THE SPACE FLORIDA WEBSITE.

12. CONTRACTOR SHALL CONTACT USAF NATURAL RESOURCES OFFICE AT LEAST 3 WEEKS PRIOR TO MOBILIZATION AT 321-853-6822/321-794-5268/321-853-0964 TO DETERMINE IF ANY WILDLIFE OR HABITAT NEEDS TO BE PROTECTED FOR ALL ACTIVITIES WITHIN SR 401 AND POSEIDON AVE/CCAFS PROPERTY.

13. CONTRACTOR SHALL CONTACT SPACE FLORIDA AT LEAST 3 WEEKS PRIOR TO MOBILIZATION TO DETERMINE IF ANY WILDLIFE OR HABITAT NEED TO BE PROTECTED FOR ALL ACTIVITIES WITHIN NASA KSC LIMITS. THIS PROJECT WAS GRANTED A RECORD OF ENVIRONMENTAL CONSIDERATIONS NO. 10678. REC #: 10678 WHICH IS PROVIDED AS AN APPENDIX TO THE PROJECT MANUAL.

14. CONTRACTOR SHALL COMPLY WITH THE NASA KSC RECORD OF ENVIRONMENTAL CONSIDERATIONS NO. 10678 REQUIREMENTS ASSOCIATED WITH CONSTRUCTION IMPACTS AND CONSTRUCTION MATERIALS/WASTE CLEANUP.

15. CONTRACTOR SHALL COORDINATE WITH USAF ENVIRONMENTAL ALL CONCRETE WASHOUT AREAS, AND REMOVAL OF CONSTRUCTION WASTE.

16. FPL POWER LINE AT NASA PARKWAY/KSC NORTH VISITOR COMPLEX ENTRANCE:  
- NO CONSTRUCTION WILL BE ALLOWED WITHIN 15 FEET (RADIALY) OF THE CLOSEST FPL LINE ALONG NASA PARKWAY. THIS COMPLIES WITH THE OSHA REQUIREMENTS.

- WHEN THE LINE NEEDS TO BE DEENERGIZED IT WILL COST APPROX. \$10,000 PER 8-HOUR WORKDAY. A "REQUEST" WILL BE PUT IN BY THE CONTRACTOR. THESE REQUESTS NEED TO BE COORDINATED BY THE CONTRACTOR 30 CALENDAR DAYS PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES WITH FPL.



- CONTRACTOR DEENERGIZING REQUESTS CAN BE FURTHER DELAYED BY FPL DUE TO OTHER ON-GOING WORK ORDER OR EMERGENCIES.

- ALTERNATELY, IF POSSIBLE, THE CONTRACTOR CAN UTILIZE A LOWER RIG TO MAINTAIN THE 15 FEET CLEARANCE FROM THE LOWEST/CLOSEST FPL LINE. THIS SHOULD BE CONSIDERED AND EXAMINED BY THE CONTRACTOR DURING THE SITE INVESTIGATIONS AND PRIOR TO PREPARING THE BIDS.

- PERMANENT OBSTRUCTION OR THE TOP OF NEW MAST ARMS CANNOT BE WITHIN 9 FEET (RADIALY) OF THE LOWEST/CLOSEST FPL LINE.

- FOR PLANNING PURPOSES, THE LOW SAG POINT, BETWEEN POLES ON EAST/WEST SIDE OF THE EXISTING SIGNAL AT KSC NORTH VISITOR COMPLEX/NASA PKWY, IS APPROXIMATELY 31 FEET.

REVISIONS				AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 C.A. NO. 8115 PATRICK B. NEVAH, P.E. NO. 72369	SPACE FLORIDA EDTPF SIGNALIZATION PLANS			GENERAL NOTES (3)	SHEET NO.  T-4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
09/17/19	1 UPDATED NOTES				BREVARD	439053-1-54-01			

**TABULATION OF QUANTITIES \*\* FOR INFORMATIONAL PURPOSES ONLY\*\***

FDOT PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS													
			T-6		T-7		T-8		T-9		T-10		T-11		T-12	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
101-1	MOBILIZATION	LS														
102-1	MAINTENANCE OF TRAFFIC	LS														
104-10-3	SEDIMENT BARRIER	LF	308		518				142		83		248		400	
104-11	FLOATING TURBIDITY BARRIER	LF	120		60											
110-1-1	CLEARING AND GRUBBING	LS	1		1				1		1		1		1	
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	145		316				28		22		140		194	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	158		204				238		148		105		243	
632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	1		1				1		1		1		1	
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	5		13				3		4		3		8	
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL, PEDESTAL	EA			1				1		3				1	
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA									3					
649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	2		1										1	
649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA			1										1	
649-21-21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	EA											1			
649-26-3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW	EA	1		2		1		1				1		1	
649-26-7	STEEL MAST ARM ASSEMBLY, REMOVE, REMOVE ARM AND ATTACHMENTS; POLE REMAINS	EA											1		1	
650-1-11	TRAFFIC SIGNAL, F&I, ALUMINUM, 1 SECTION, 1 WAY	AS			1										1	
650-1-14	TRAFFIC SIGNAL, F&I, ALUMINUM, 3 SECTION, 1 WAY	AS			9				4		6		4		6	
650-1-19	TRAFFIC SIGNAL, F&I, ALUMINUM, 5 SECTION, 1 WAY	AS													2	
650-1-70	TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	AS					1		2							
660-4-11	VEHICLE DETECTION SYSTEM - VIDEO, F&I, CABINET EQUIPMENT	EA	1		2										1	
660-4-12	VEHICLE DETECTION SYSTEM - VIDEO, F&I, ABOVE GROUND EQUIPMENT	EA	1		2										1	
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1		1				1				1		1	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			1				1						1	
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA											1			
700-3-202	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 12-20 SF	EA	1													
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF									12		20			
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS: NON-CONFLICTING ONLY	SF									24		50			

TABULATION OF QUANTITIES				SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES									
SPACE FLORIDA BID FORM PAY ITEM	DESCRIPTION	UNIT	GRAND TOTAL		LOCATION		SIDE	SEDIMENT BARRIER		FLOATING TURBIDITY BARRIER		DESIGN NOTES	CONSTRUCTION REMARKS
			PLAN	FINAL	STA. TO STA.			0104 10 3		0104 11			
								LF		LF			
1	NASA PARKWAY @ SPACE COMMERCE WAY	LS	1										
2	NASA PARKWAY @ KSC VISITOR CENTER NORTH ENTRANCE	LS	1		1093+90.00	to	1094+60.00	RT			120.0		
3	NASA PARKWAY @ KENNEDY PARKWAY	LS	1		1094+50.00	to	1094+70.00	LT	108.0				
4	KENNEDY PARKWAY @ SCHWARTZ ROAD	LS	1		1095+20.00	to	1097+15.00	RT	193.0				
5	KENNEDY PARKWAY @ SATURN CAUSEWAY	LS	1		1137+90.00	to	1140+40.00	LT	300.0				
6	SR-401 @ GROUPER ROAD	LS	1		1138+50.00	to	1138+90.00	RT	65.0				
7	PHILLIPS PARKWAY @ POSEIDON AVENUE	LS	1		1140+30.00	to	1140+30.00	RT			60.0		
					1140+30.00	to	1141+40.00	RT	154.0				
					1320+90.00	to	1321+05.00	RT	38.0				
					1322+30+00	to	1322+45.00	RT	45.0				
					1322+25.00	to	1322+60.00	RT	59.0				
					1387+90.00	to	1388+10.00	LT	38.0				
					1388+75.00	to	1388+90.00	LT	45.0				
					3011+75.00	to	3013+30.00	LT	203.0				
					3013+10.00	to	3013+30.00	RT	45.0				
					3049+80.00	to	3050+30.00	LT	196.0				
					3050+50.00	to	3051+25.00	RT	61.0				
					3052+15.00	to	3053+05.00	RT	143.0				
					SUB-TOTAL				1693.0		180.0		
					TOTAL				1693		180		

ALL SILT FENCE AND TURBIDITY BARRIER LIMITS SHOWN ARE APPROXIMATE. CONTRACTOR TO ADJUST TO MINIMIZE CONSTRUCTION IMPACTS AND TO KEEP OUT OF SWALES/CANALS, TO ENSURE CONSTRUCTION DEBRIS/RUNOFF IS CONTAINED. FINAL LOCATIONS SHALL BE APPROVED BY ENGINEER/OWNER/CEI CONSULTANT.

<b>REVISIONS</b> DATE DESCRIPTION DATE DESCRIPTION 09/17/19  OWNERS ALLOWANCE LUMP SUM ITEM WAS REMOVED AND A SIGN ASSEMBLY WAS ADDED TO T-10				AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 C.A. NO. 8115 PATRICK B. NEVAH, P.E. NO. 72369		SPACE FLORIDA EDTPF SIGNALIZATION PLANS ROAD NO. COUNTY FINANCIAL PROJECT ID BREVARD 439053-1-54-01			SHEET NO. T-5	
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STANDARD MAST ARM ASSEMBLIES DATA TABLE												TABLE DATE 11-01-16	
STRUCTURE ID NUMBERS	DESIGNATION	FIRST ARM		SECOND ARM		UF (deg)	LL (deg)	POLE			DRILLED SHAFT ID	DA (ft)	DB (ft)
		ARM ID	FAA (ft.)	ARM ID	SAA (ft.)			POLE ID	UAA (ft.)	UB (ft.)			
MA-1	A50/S-P3/S-DS/XX/4.5	A50/S	-	-	-	-	-	P3	-	22.0	DS/XX/4.5	20	4.5
MA-2	A50/S-P3/S-DS/XX/4.5	A50/S	-	-	-	-	-	P3	-	22.0	DS/XX/4.5	20	4.5
MA-3	A50/S-P3/S-DS/XX/4.5	A50/S	-	-	-	-	-	P3	-	22.0	DS/XX/4.5	20	4.5
MA-4	A60/S-P4/S-DS/XX/5	A60/S	-	-	-	-	-	P4	-	22.0	DS/XX/5	19	5.0
MA-5	A78/S-P6/S-DS/XX/5	A78/S	-	-	-	-	-	P6	24.0	21.0	DS/XX/5	35	5.0
MA-6	A50/S-P3/S-DS/XX/4.5	A50/S	-	-	-	-	-	P3	24.0	21.0	DS/XX/4.5	22	4.5
MA-7	A60/S-P4/S-DS/XX/5	A60/S	-	-	-	-	-	P4	24.0	21.0	DS/XX/5	25	5.0

NOTES:

- IF AN ENTRY APPEARS IN COLUMN FAA, A SHORTER ARM IS REQUIRED. THIS IS OBTAINED BY REMOVING LENGTH FROM THE ARM TIP AND THE ARM LENGTH SHORTENED FROM FA TO FAA. SAA SIMILAR.
- IF AN ENTRY APPEARS IN COLUMN UAA, A SHORTER POLE IS REQUIRED. THIS IS OBTAINED BY REMOVING LENGTH FROM THE POLE TIP AND THE POLE HEIGHT SHORTENED FROM UA TO UAA.
- ARM MOUNTING HEIGHT UB MUST BE BETWEEN 18-22 FEET.
- POLE TYPES P2 AND P3 REQUIRE A MINIMUM 4.5 FOOT DIAMETER DRILLED SHAFT. POLE TYPES P4 AND LARGER REQUIRE A MINIMUM 5.0 FOOT DIAMETER DRILLED SHAFT.
- WORK THIS SHEET WITH THE SIGNAL DESIGNER'S "MAST ARM TABULATION". SEE "MAST ARM TABULATION" FOR SPECIAL INSTRUCTIONS THAT INCLUDE NON-STANDARD HANDHOLE LOCATION, PAINT COLOR, TERMINAL COMPARTMENT REQUIREMENT, AND PEDESTRIAN FEATURES.
- WORK WITH THE FDOT STANDARD PLANS, FY 2019-20 EDITION, INDEX 649-030 AND 649-031.
- THE DISTANCE FROM THE TOP OF FINISHED GRADE TO THE TOP OF CONCRETE FOUNDATION EXCEEDS THE VALUES INDICATED IN THE FDOT STANDARD PLANS, FY 2019-20 EDITION, INDEX 649-031. REFER TO THE "MAST ARM TABULATION" SHEET.

GEOTECHNICAL NOTES:

- SOIL CRITERIA INFORMATION BASED ON THE GEOTECHNICAL ENGINEERING REPORT BY TERRACON CONSULTANTS, INC. DATED AUGUST 2019.
- FOUNDATION CAPACITIES ARE BASED ON THE FOLLOWING SOIL CRITERIA ASSUMPTIONS:  
CLASSIFICATION: SAND (AT ALL LOCATIONS)  
FRICTION ANGLE: MA-1, MA-2, MA-3 & MA-4 (30 DEGREES)  
MA-5 (28 DEGREES)  
MA-6 & MA-7 (29 DEGREES)  
UNIT WEIGHT: MA-1, MA-2, MA-3 & MA-4 (42.6 PCF (ASSUMED SUBMERGED))  
MA-5, MA-6 & MA-7 (37.6 PCF, ASSUME SUBMERGED)  
N-BLOWCOUNT: MA-1, MA-2, MA-3 & MA-4 (N=8)  
MA-5 (N=5)  
MA-6 (N=7)  
MA-7 (N=6)

REVISIONS				AECOM TECHNICAL SERVICES, INC. 7650 WEST COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607-1462 C.A. NO. 8115 GEORGE R. PAPADOPOULOS, P.E. NO. 55843	SPACE FLORIDA EDPF INFRASTRUCTURE IMPROVEMENTS			STANDARD MAST ARM ASSEMBLIES DATA TABLE	SHEET NO. T-16
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
09/17/19	1 ADDED SHEET			N/A	BREVARD	439053-1-54-01			