

Key Largo Wastewater Treatment District

Concrete Tanks Coating Project

APPENDIX E

KLWTD SUPPLEMENTARY CONDITIONS

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the "Standard General Conditions of the Construction Contract", prepared by Engineers Joint Contract Documents Committee (EJCDC), Copyright © 2002. All provisions of the General Conditions, which are not so amended or supplemented in these Supplementary Conditions remain in full force and effect.

SC-1.01.A.37 *Defined Terms*

Delete the definition "Resident Project Representative" in its entirety and replace it with the following:

37. Resident Project Representative - The authorized representative of the Owner or Engineer who is assigned to the site or any part thereof.

SC-1.02.G *Terminology*

Add the following terminology clarification to Paragraph 1.02 of the General Conditions:

G. The word "Plans" when used in the Contract Documents shall have the same meaning and be used interchangeably with the word "Drawings".

SC-1.02.H *Terminology*

Add the following terminology clarification to Paragraph 1.02 of the General Conditions:

H. The words "Subcontractor" and "Supplier" are sometimes used interchangeably in the Contract Documents and when used shall mean either Subcontractor or Supplier as defined herein or both Subcontractor and Supplier as defined herein.

SC-2.02.A *Copies of Documents*

In the first sentence of Paragraph 2.02.A of the General Conditions, delete the word "ten" (10) and add the word "five" (5) copies.

SC-2.03.A *Commencement of Contract Times: Notice to Proceed*

Delete Paragraph 2.03.A of the General Conditions in its entirety and replace it with the following:

A. At the Owner's discretion, a Notice to Proceed may be given at any time within one hundred eighty (180) days after the effective date of the Agreement. In no event will the Contract Times commence to run later

than the one hundred eightieth day after the Effective date of the Agreement.

SC-2.07.A.

Initial Acceptance of Schedules

Delete Paragraph 2.07.A.1 of the General Conditions in its entirety and replace it with the following:

1. The Progress Schedule will be acceptable to Engineer if it is in a critical path method (CPM) format and provides an orderly progression of the Work to completion within the Contract Times. Such acceptance does not imply agreement by Engineer or Owner that Contractor possesses the ability to meet the Progress Schedule, and, further, will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor. Further, Engineer and Owner disclaim any liability to Contractor, and Contractor waives any liability on the part of Engineer or Owner, for additional Contract Price on account of Contractor's failure or inability to achieve Substantial Completion or final completion on dates earlier than the dates specified in the Notice to Proceed, even if the Progress Schedule indicates that the Contractor expects to achieve early Substantial Completion or final completion of the Work. In developing a Progress Schedule, the Contractor shall make provision for reasonably foreseeable weather delays, permitting delays, traffic delays, and other similar or dissimilar events; however, Contractor shall not be required to make provision in the Progress Schedule for fires, floods, epidemics, abnormal weather conditions, or acts of God.

SC-3.01.D

Contract Documents, Intent

Add the following to Paragraph 3.01 of the General Conditions:

D. The various contract documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Change Order, Agreement, approved Schedule of Values, addenda, FDEP Supplementary Conditions, Supplementary Conditions, General Conditions, the Project Manual, FDOT Specifications and Contract Drawings. An addendum issued prior to bid, may modify any of the contract documents in existence at that time. The addendum takes precedence over the previous issue of the contract document being modified. In case of conflict between the Contract Documents, the Contract Document first listed shall have priority over any Contract Document later in the list.

SC-3.03.A.1

Before Starting Construction

Add the following sentence to the end of Paragraph 3.03.A.1 of the General Conditions:

By commencing work, the Contractor shall be deemed to have accepted the condition of the site as being in suitable, satisfactory and acceptable condition to perform its work on the Project.

SC-3.06.B *Electronic Data*

Change the acceptance period for correcting data in paragraph 3.06.B of the General Conditions from 60 days to 30 days.

SC-3.06.D *Electronic Data*

Add the following to Paragraph 3.06 of the General Conditions:

D. Transfer of electronic data to a third party by the Contractor is prohibited.

SC-4.01.B *Availability of Lands*

Delete Paragraph 4.01.B in its entirety.

SC-4.02.A-B *Subsurface and Physical Conditions*

Relating to Paragraphs 4.02.A.1, 4.02.A.2, 4.02.B, 4.02.B.1, 4.02.B.2, and 4.02.B.3 of the General Conditions:

Section 00320, "Site Investigation Data", of the Project Manual identifies the reports and drawings referred to in Paragraphs 4.02.A.1, 4.02.A.2, 4.02.B, 4.02.B.1, 4.02.B.2, and 4.02.B.3 of the General Conditions. If Section 00320 does not identify specific reports or drawings, then the Engineer may have relied only on local county USDA/SCS soils surveys or other information that is not site specific. Contractor reliance on soil surveys is subject to the same limitations as defined in SC-4.02.B.4.

SC-4.02.B.4 – 6 *Subsurface and Physical Conditions*

Add the following to Paragraph 4.02.B of the General Conditions:

4. The Contractor acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, including all exploratory work done on behalf of the Owner on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

5. Depth to ground water in the vicinity of the project site is generally a function of the surrounding areas. The sea level can be influenced by season, moon phase, rain events, tides, wind, storms, and other environmental conditions. Normal fluctuations (typically encountered) in general water levels as a result of any of these conditions shall not be grounds for claiming changed conditions.

6. This construction project will be on-going during at least one Florida hurricane season. Coordination with weather services (to monitor ensuing storm events), emergency services, FEMA, the Owner and any other police or fire agency is a requirement of this contract. Should a storm event become imminent, this contractor shall take all appropriate measures to safe guard the project site, equipment and construction. The potential of multiple hurricanes and/or tropical storms shall be anticipated based upon predictions of the National Hurricane Service and NOAA. Although it is not possible to predict with certainty the number and severity of hurricanes or tropical storms that might impact the Work, the Contractor should assume that work will be interrupted for at least ten days due to hurricanes or tropical storms.

SC-4.05.B

Reference Points

Add the following to Paragraph 4.05 of the General Conditions:

B. The Owner and Engineer reserve the right to periodically check certain layout and grades of the work of the Contractor; however, they are not obligated to do so. The Contractor shall not rely on any such measurements made by the Owner or Engineer. The Contractor is solely responsible to layout and construct to the required grades all work in accordance with the Contract Documents, and any layout and grade work not in conformance with these Documents shall be classified as "Defective Work".

SC-4.06.G

Hazardous Environmental Conditions at Site

Delete SC-4.06.G in its entirety, and replace with the following:

G. Contractor acknowledges and agrees that the Site of the Work consists entirely of easements over and across public property that is not the property of Owner, and that Owner has no control over the condition of the Site, including without limitation the environmental conditions of the Site. Therefore, Engineer and Owner disclaim any liability to Contractor as a result of hazardous environmental conditions of the site, except as expressly provided in SC 4.06, and Contractor waives any and all claims against the Engineer and the Owner arising out of or in any way connected with the presence of hazardous environmental conditions at the site, and agrees that the exclusive remedies for any hazardous environmental conditions at the Site shall be the remedies expressly provided in SC 4.06.

SC-4.06.J

Add the following to Paragraph 4.06 of the General Conditions:

J. The Contractor shall be responsible for the legal disposal of any asbestos, PCB's, petroleum, hazardous waste or radioactive material brought to the site by the Contractor, Sub-Contractors, Suppliers, or anyone else for whom the Contractor is responsible.

SC-5.01.A

Performance, Payment, and other Bonds

Delete Paragraph 5.01.A in its entirety and replace it with the following:

Concurrently with delivery of the signed Agreement, Contractor shall deliver to Owner and record in the public records of Monroe County, Florida, an executed payment and performance bond with a surety insurer authorized to do business in the State of Florida as Surety. Such bond shall be conditioned upon Contractor's performance of the Work in the time and manner prescribed in the Contract Documents and promptly making payments to all persons defined in §§ 255.05 and 218.735 Fla. Stat. who furnish labor, services, or materials for the prosecution of the Work provided for in the contract.

Delete Paragraph 5.01.B in its entirety and replace it with the following:

The bond must comply in all respects with the requirements of § 255.05 Fla. Stat. The bond must state on its front page: the name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity; and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. The bond may be in substantially the form provided in § 255.05(3) Fla. Stat. A bond signed by an agent must be accompanied by a certified copy of the agent's authority to act on behalf of its principal.

SC-5.03.A

Certificates of Insurance

The additional insured are as identified in Section 00620, "Insurance Certification".

SC-5.04.C.1-3

Contractor's Liability Insurance

Add the following to Paragraph 5.04 of the General Conditions:

C. The limits of liability for the Contractor provided insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation
 - a. State: Statutory

- b. Applicable Federal: Statutory
 - c. Employer's Liability Coverage B: \$250,000 each accident for bodily injury by accident; \$250,000 each employee for bodily injury by disease; \$500,000 policy limit for bodily injury by disease.
2. Commercial General Liability (ISO Form CG 00 01)
- a. Bodily Injury (including completed operations and products liability):
 - 1) \$2,000,000 Each Occurrence
 - 2) \$2,000,000 Annual Aggregate
 - b. Property Damage:
 - 1) \$2,000,000 Each Occurrence
 - 2) \$2,000,000 Annual Aggregate, or
 - 3) a combined single limit of \$2,000,000
 - c. Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.
 - d. Personal Injury, with employment exclusion deleted: \$2,000,000 Annual Aggregate
3. Comprehensive Automobile Liability:
- a. Bodily Injury:
 - 1) \$2,000,000 Each Person
 - 2) \$2,000,000 Each Occurrence
 - b. Property Damage:
 - 1) \$2,000,000 Each Occurrence, or
 - 2) a combined single limit of \$2,000,000.

SC-5.05.A

Owner's Liability Insurance

Add the following to Paragraph 5.05.A of the General Conditions:

Any such insurance obtained by Owner shall be solely for Owner's benefit, and shall be secondary to insurance required to be provided by Contractor; Contractor's insurance shall remain primary.

SC-5.06.A

Property Insurance

Delete paragraph 5.06.A of the General Conditions and replace it with the following (subparagraphs A.1 through A.7 shall remain):

A. Unless otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work, shall insure against perils of fire and extended coverage, shall include 'all risk' insurance for physical loss and damage including theft, vandalism and malicious

mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the 'all risk' insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with Paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days' prior written notice has been given to the Owner. The Contractor shall maintain such policies of insurance continuously from the date specified in the Notice to Proceed until the Initiation of Operation. This insurance shall:

SC-5.06.B *Property Insurance*

Delete Paragraph 5.06.B of the General Conditions in its entirety and replace it with the following:

B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required which will include the interests of Owner, Contractor, subcontractors, Engineer, and Engineer's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

SC-5.06.C *Property Insurance*

Delete Paragraph 5.06.C of the General Conditions in its entirety and replace it with the following:

C. The form of policy for the property insurance provided by the Contractor shall be completed value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

SC-5.06.E *Property Insurance*

Delete Paragraph 5.06.E of the General Conditions in its entirety.

SC-6.01.B *Supervision and Superintendence*

Revise Paragraph 6.01.B of the General Conditions to read as follows:

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall be fluent in spoken and written English, and who shall not be replaced without written notice

to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

SC-6.02.B

Labor; Working Hours

Add the following new sentence to the end of Paragraph 6.02.B of the General Conditions:

Regular Working Hours are defined as 7:00 a.m. to 4:00 p.m., Monday through Friday. Working hours within the FDOT right of way are subject to the conditions of the FDOT Right of Way Utilization Permit.

SC-6.02.C

Labor; Working Hours

Add the following to Paragraph 6.02 of the General Conditions:

C. Requests to work during other than normal working hours must be submitted to the Engineer at least five (5) working days in advance of the period proposed for such overtime work and shall set forth the proposed schedule for overtime work to give Engineer ample time to arrange for personnel to be at the site of the work. In addition, Contractor will compensate the Owner by deductive change order for all costs, including wages, overtime compensation, subsistence, and other similar or dissimilar costs, incurred by the Owner in order to observe and inspect Work outside Regular Working Hours.

SC-6.03.A.1

Services, Materials and Equipment

Add the following to Paragraph 6.03.A of the General Conditions:

1. All water for testing, flushing, and construction shall be furnished by the Contractor. It may be available by connecting to the Owner's (or Utility's) water system at a point approved by the Owner and Utility. The Owner (or Utility) shall charge the Contractor for water used in performing the above functions in accordance with the Owner's (or Utility's) established rate schedule. There shall be installed in each and every connection to the Owner's (or Utility's) water supply a backflow preventer meeting the requirements of ANSI A40.6, latest revision. Contractor shall be required to meter all water used.

SC-6.03.D

Services, Materials and Equipment

Add the following to Paragraph 6.03 of the General Conditions:

D. Provisions of the Contract Documents relating to all materials and equipment and how they are to be applied, installed, connected, erected, used, cleaned, and conditioned does not assign the Engineer, or any of the Engineer's consultants, agents, or employees, any duty or authority to

supervise or direct the furnishing or Performance of Work or any duty or responsibility contrary to the provisions of Paragraph 9.09.

SC-6.04.A.3

Progress Schedule

Add the following to Paragraph 6.04.A of the General Conditions:

3. The Contractor is required to promptly take appropriate action to recover schedule whenever A) the Engineer anticipates significant slippage beyond the Contract Time, or B) any Contractor progress schedule activity is shown as slipping, due to acts or omissions within the control of the Contractor, by 15 (fifteen) or more days beyond the Contract Time.

SC-6.05.A.2.e

Substitutes and "Or Equals"

Add the following to Paragraph 6.05.A.2 of the General Conditions:

e. The application will also contain an itemized estimate of all delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provision of such substitute. In reviewing such substitutes, the Engineer shall consult with Owner and attach items of particular importance to operation, maintenance, repair and part stocking and placement considerations including standardization with similar materials or equipment, existing or planned, within Owner's existing system or facilities.

SC-6.05.B

Substitutes and "Or Equals"

Add the following to the end of Paragraph 6.05.B of the General Conditions:

Contractor's application for use of substitute materials, equipment, or specific means, methods, technique, or procedure of construction, including reasonable time for Engineer and his Consultant to review the substitution and redesign, if required, shall not be considered as an acceptable basis for Contractor not meeting the substantial completion date, nor as a basis for a time extension of the Contract Time.

SC-6.06.B

Concerning Subcontractors, Suppliers and Others

Relating to Paragraph 6.06.B of the General Conditions, the Contractor shall note the following:

Subcontractors are to be identified in the bid. Within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Contractor must provide a list of all sub-contractors to be utilized by the Bidder for the contract work, along with evidence of each subcontractor's valid business license, and evidence of each subcontractor's valid certificate of competency or registration under Ch. 489, Fla. Stat.

If the Contractor fails to list a Subcontractor or lists more than one Subcontractor for the same portion of work and the value of that work is more than one half of one percent of the total bid, the Contractor shall be considered to have agreed to perform that portion of the work without the use of a Subcontractor and to have represented the Contractor to be qualified to perform that work. The Contractor shall not remove or replace Subcontractors listed in the bid subsequent to the lists being made public at the bid opening, except upon good cause shown.

Suppliers, or other persons or organizations (including those who are to furnish the principal items of materials and equipment for the project) are to be identified for evaluation after bid opening, submitted in accordance with the Instructions to Bidders.

The Contractor shall perform on the site and with the Contractor's own employees, at least sixty percent of the total amount of the labor to be performed at the site of the Work under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the District determines that it would be to the District's advantage, and gives written approval of the reduction, the percentage of the labor required to be performed by the Contractor's own organization may be reduced.

SC-6.07.B

Patent Fees and Royalties

Add the following to the end Paragraph 6.07.B of the General Conditions:

The Contractor shall defend all such claims in connection with any alleged infringement of such rights.

SC-6.08.B

Permits

Add the following to Paragraph 6.08 of the General Conditions:

B. Owner shall obtain and pay for a Florida Dept. of Environmental Protection (FDEP) construction permit for the project; a Monroe County Right of Way Utilization Permit and a Florida Dept. of Transportation Utility Permit (to cross U.S. 1 and to construct within and/or occupy FDOT rights-of-way). All such Owner furnished permits and approvals are on file at the offices of the Owner and may be inspected by Bidders during normal business hours. A copy will be furnished to the successful Bidder after the effective date of the Agreement upon his request, and Contractor will follow all conditions and provisions of these permits, applications, regulations and approvals as a part of this project work as much as if they were wholly repeated herein. It is the Contractor's responsibility to apply to the local jurisdiction for any Building Permit, dewatering permits, Stormwater NPDES Construction Activity Permit or any other Permit(s) that may be required that are not described herein.

In a case where the Owner agrees that the Contractor must disturb native vegetation in order to complete the Work, and where the Owner agrees that the Contractor will take all reasonable steps to minimize the impact of the Work on native vegetation, the District will assume the cost of any mitigation charges incurred on account of removal of such native vegetation.

SC-6.11.A.4

Limitation on Use of Site and Other Areas

Add the following to Paragraph 6.11.A of the General Conditions:

4. Where the Contractor hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system, or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began.

SC-6.12

Record Documents

Delete Paragraph 6.12A of the General Conditions in its entirety and replace it with the following:

A CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to DISTRICT, the DISTRICT'S REPRESENTATIVE and the ARCHITECT and/or ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to the DISTRICT'S REPRESENTATIVE for the DISTRICT.

B The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:

B.1 The location and elevation of all existing utilities, structures, etc. encountered.

B.2 The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.

C All record notes shall be kept in book(s) designated "record" and no other

survey notes will be kept in such books. CONTRACTOR will be required to review with the DISTRICT the status of the "as-built" plans and the "record" survey notes in connection with DISTRICT'S evaluation of an application for payment. Failure to maintain current record documents shall be just cause for the DISTRICT to withhold payments for Work performed.

D Upon completion of the Work, CONTRACTOR shall deliver to the DISTRICT a reproducible set of updated Contract plans. CONTRACTOR will transfer all its "as-built" information to these reproducibles and deliver the resulting "as-built" set of plans, together with the record survey book to the DISTRICT. Each completed set of "as-built" drawings must include on its face, a certified statement by the CONTRACTOR that the set of "as-built" drawings accurately depicts the actual work as constructed. The Contractor shall also deliver the "as-built" plans to the DISTRICT electronically in CAD format.

SC-6.13.D

Safety and Protection

Delete Paragraph 6.13.D of the General Conditions in its entirety and replace it with the following:

D. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and the certificate of final completion has been executed by the Owner, Engineer, and Contractor.

SC-6.13.E

Safety and Protection

Add the following to Paragraph 6.13 of the General Conditions:

E. The Contractor shall implement traffic control in accordance with Maintenance of Traffic Control notes and details on the plans, in the technical specifications, and in accordance with FDOT and Manual of Uniform Traffic Control Devices (MUTCD) requirements. The Contractor shall maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences and businesses along the project; the furnishing, installation and maintenance of traffic control and safety devices during construction; daily inspections of the traffic control devices (including nighttime inspections); replacement of all equipment and devices found not to be conforming with approved standards during the inspection; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" shall include all such facilities, devices, and their operation as are required for the safety and convenience of the public as well as for minimizing public nuisance. This work shall also consist of the removal of existing pavement markings necessary in order to implement traffic control, temporary signs, and the removal or relocation of existing signs in order

to implement traffic control. This work shall include any adjustments necessary to the traffic control devices under emergency conditions.

SC-6.17.D.2 *Shop Drawings and Samples*

Add the following after the first sentence Paragraph 6.17.D.2 of the General Conditions:

Engineer's approval shall also not extend to verification of actual field conditions.

SC-6.19.A *Contractor's General Warranty and Guarantee*

Delete Paragraph 6.19.A of the General Conditions in its entirety and replace it with the following:

A. The Contractor warrants and guarantees to the Owner and the Engineer that all work, labor, materials, equipment and services furnished and performed will be done in a good and workmanlike manner and will be of the highest quality, free from defects and in accordance with the Contract Documents. Each application for payment submitted by the Contractor to the Owner shall be deemed to constitute a confirmation, restatement, and reaffirmation by the Contractor of the foregoing warranty and guarantee, with respect to all work, labor materials, equipment and services performed and furnished for the Project through the date of such application. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraph 13. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

SC-6.19.D *Contractor's General Warranty and Guarantee*

Add the following to Paragraph 6.19 of the General Conditions

D. Contractor warrants and guarantees all computer controlled components incorporated into the Work accurately process date and time data (including but not limited to, calculating, comparing, and sequencing) and leap year calculations. This includes the proper exchange of date and time data with other such components.

SC-6.20.A *Indemnification*

Delete paragraph 6.20.A of the General Conditions in its entirety and replace it with the following:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the

Contractor and persons employed or utilized by the Contractor in the performance of the Work.

SC-6.21.B *Delegation of Professional Design Services*

Delete paragraph 6.21.B of the General Conditions in its entirety and replace it with the following:

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. As a minimum, the design shall comply with all federal, state, and local laws, regulations, ordinances, and codes. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

SC-6.21.C *Delegation of Professional Design Services*

Delete paragraph 6.21.C of the General Conditions in its entirety and replace it with the following:

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

SC-9.01.A *Owner's Representative*

Add the following to Paragraph 9.01.A of the General Conditions:

If they choose to do so, the Owner or the Engineer may provide a Resident Project Representative who will function as the Resident Project Representative during the construction period thereby giving the Owner additional representation during the construction phase in addition to the periodic visits and certain other designated limited services to be provided by the Engineer during construction.

SC-9.03.A *Project Representative*

Delete paragraph 9.03.A of the General Conditions in its entirety and replace it with the following:

A. If a Resident Project Representative is furnished by either the Owner or Engineer to assist Engineer in observing the performance of the Work, then the following Duties, Responsibilities, and Limitations of the

authority of the Resident Project Representative and assistants are as shown herein:

1. The Resident Project Representative (RPR), assistants and other field staff will assist Engineer in observing performance of the work of Contractor. The RPR and assistants may be employees of the Engineer or they may be employees of the Owner, depending on assignment based on availability, timing and scheduling.

2. The RPR, his assistants or other field staff, are not planned nor budgeted to be present full time at all work sites at all times while Contractor is working. Therefore there will be Contractor work that will not be observed. However, through more extensive periodic visits and onsite observations of the work in progress than provided through the Administration of Construction Work and by field check of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

3. The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

a. RPR is Engineer's representative at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the onsite work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

b. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

c. CONFERENCES AND MEETINGS: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

d. LIAISON:

1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with

Contractor when Contractor's operations affect Owner's on-site operations.

2) Assists in obtaining from Owner additional details or information, when required for proper execution of the Work.

e. SHOP DRAWINGS AND SAMPLES:

1) Record date of receipt of Shop Drawings and samples.

2) Receive samples that are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.

3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

f. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:

1) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

2) Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

g. INTERPRETATION OF CONTRACT DOCUMENTS: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

h. RECORDS:

1) Maintain at the job site or other suitable location orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2) Prepare or obtain a diary or log book or marked up plans or sketches, photographs or videos, recording Contractor hours on the job site, weather conditions, data relative to questions of Change Orders or changed field conditions, changes in the Construction from the Contract Documents, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and maintain records and send appropriate copies to Engineer.

3) Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

i. REPORTS:

1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2) Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.

3) Draft proposed Change Orders, obtaining backup material from Contractor and recommend to Engineer Change Orders, and Field Orders.

4) Report immediately to Engineer and Owner upon the occurrence of any accident.

j. PAYMENT REQUESTS: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requests to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work.

k. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

l. COMPLETION:

1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2) Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.

3) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

4. Limitations of Authority

- a. Resident Project Representative
 - 1) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.
 - 2) Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 - 3) Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
 - 4) Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - 5) Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - 6) Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 7) Shall not authorize Owner to occupy the Project in whole or in part.
 - 8) Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-9.09.F-G

Limitations on Engineer's Authority and Responsibilities

Add the following to Paragraph 9.09

F. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

G. Engineer's recommendation for any payment, including final payment, shall not mean that Engineer is responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident hereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of Contractor to perform or furnish work in accordance with the Contract Documents.

SC-10.05.B*Claims and Disputes*

In Paragraph 10.05.B of the General Conditions, change the time frame in which the opposing party must submit its response to the Engineer regarding the claimant's request from 30 days to 14 days, unless the Engineer allows additional time.

SC-10.05.G*Claims and Disputes*

Add the following to Paragraph 10.05 of the General Conditions:

G. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty days after the date on which Engineer has rendered such written decision in respect thereof. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

SC-11.03.D*Unit Price Work*

Delete Paragraph 11.03.D, including subparagraphs 11.03.D.1, 11.03.D.2, and 11.03.D.3 of the General Conditions in their entirety and replace them with the following:

D. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original Contract. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price, using the estimated quantity of such item indicated in the Proposal or Agreement, and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Proposal or Agreement; and
2. If there is no corresponding adjustment with respect to any other item of Work; and
3. If Contractor believes that it has incurred additional expense as a result thereof; or
4. If Owner believes that the quantity variation entitles it to an adjustment in the unit price, either Owner or Contractor may make a

claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.A *Change of Contract Price*

Add the following to Paragraph 12.01.A of the General Conditions:

Contractor is advised that Owner is a Special District of the State of Florida, and as such, enjoys sovereign immunity from claims. Owner intends to raise the defense of sovereign immunity to each and every claim unless Owner has agreed in writing to be liable for that claim.

SC-12.02.C-E *Change of Contract Times*

Add the following to Paragraph 12.02 of the General Conditions:

C. The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree as a part consideration for the awarding of this contract to pay to the Owner the amount specified elsewhere in these documents, not as a penalty, but as liquidated damages for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

D. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under the contract an additional time allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner.

E. The submission of the Bid shall be an indication that the Contractor has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by a national, state, or regional weather station which is within 25 miles of the project location. Contractor should consider and include the impact of normal local weather conditions on construction scheduling and sequencing when preparing the Bid. No claim shall be allowed based upon the schedule impact of normal local weather conditions.

SC-12.03.F*Delays*

Add the following to Paragraph 12.03 of the General Conditions:

F. Neither Engineer nor Owner is liable to Contractor or its surety, or any of Contractor's Subcontractors or Suppliers for damages caused by delays within the control of Contractor or delays beyond control of Owner or Contractor such as fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, and the sole remedy for such events shall be an increase in Contract Times.

SC-13.03.B*Tests and Inspections*

Delete Paragraph 13.03.B, including subparagraphs 13.03.B.1, 13.03.B.2, and 13.03.B.3 of the General Conditions in their entirety and replace them with the following:

B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents including:

1. inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below; and,
2. the costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B .

SC-13.03.G*Tests and Inspections*

Add the following to Paragraph 13.03 of the General Conditions:

G. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

SC-14.02.A.1*Application for Payments*

Contractor shall be required to review with the Engineer the "red-line" plans and the soil density testing results in connection with the Engineer's evaluation of an Application for Payment. Failure to maintain and produce such aforementioned documents shall be just cause for the Engineer to withhold payments for Work performed.

SC-14.02.A.2*Application for Payments*

Delete Paragraph 14.02.A.2 of the General Conditions in its entirety and replace it with the following:

2. Each Application for Payment shall include an affidavit of Contractor, in the form of the "Partial Release of Lien", stating that the Contractor releases a part of its lien, and quit claims all liens, lien rights, claims or demands of every kind to the Owner on the part released. The amount released shall be for the amount of Work completed through previous applications for payment.

SC-14.02.B.5.e-j *Review of Applications*

Add the following paragraphs to Paragraph 14.02.B.5 of the General Conditions:

- e. The Work for which payment is requested cannot be verified,
- f. Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,
- g. Of unsatisfactory prosecution of the Work, including failure to clean up as required by the Contract Documents;
- h. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents;
- i. Of liquidated damages payable by the Contractor; or
- j. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

SC-14.02.C.1 *Payment Becomes Due*

Delete Paragraph 14.02.C.1 of the General Conditions in its entirety and replace it with the following:

- 1. The time that a payment will become due shall be determined under and in accordance with § 218.375 Fla. Stat.

SC-14.02.D.2-3 *Reduction in Payment*

Delete Paragraphs SC-14.02.D.2 and SC-14.02.D.3 of the General Conditions, and replace it with the following:

- 2. The rights of Owner and Contractor with regard to disputed payments shall be determined under and in accordance with § 218.375 Fla. Stat.

SC-14.04.C *Substantial Completion*

Add the following at the end of Paragraph 14.04.C of the General Conditions:

The tentative list of items to be completed or corrected before final payment shall be governed by § 218.375(7) Fla. Stat..

SC-14.07.C

Payment Becomes Due

Delete Paragraph 14.07.C of the General Conditions and replace it with the following:

The rights of Owner and Contractor with regard to Final Payment shall be governed by § 218.375(7) Fla. Stat.

SC-14.09.B

Waiver of Claims

Add the following to Paragraph 14.09 of the General Conditions:

B. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Engineer pursuant to Paragraph 14.07.B, nor any correction of defective work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

SC-15.02.A.5-8

Owner May Terminate for Cause

Add the following to Paragraph 15.02.A of the General Conditions:

5. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any federal or state law in effect at such time relating to bankruptcy or insolvency;

6. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency

7. If the Contractor makes a general assignment for the benefit of creditors;

8. If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

SC-15.02.F

Termination for Cause

Delete Paragraph 15.02.F of the General Conditions and replace it with the following:

F. Where the Work has been terminated by the Owner said termination shall not affect or terminate any of the rights of the Owner against the Contractor's surety then existing or that may thereafter accrue because of such default. Any retention or payment of monies by the Owner due to the Contractor under the terms of the Contract shall not release the Contractor or its surety from liability. The Owner shall be entitled to transfer the Work to Contractor's surety, which will promptly provide a substitute contractor to complete the Work. To the extent that any provision of the Contract Documents is in conflict with the terms of a payment or performance bond provided by the Contractor (except for terms of required by law), the terms of the Contract Documents shall prevail.

SC-15.03.A

Owner May Terminate for Convenience

Delete Paragraph 15.03.A of the General Conditions in its entirety, including subparagraphs 15.03.A.1, 15.03.A.2, 15.03.A.3, and 15.03.A.4, and replace it with the following:

A. The Owner may terminate this Contract in whole or in part for its convenience, without cause, provided that the Contractor is given not less than seven (7) calendar days written notice and an opportunity for consultation with the Owner prior to termination.

1. When the Contract is terminated for the Owner's convenience, the Contract Price shall be reduced in the proportion to which the canceled or incomplete Work relates to all the Work to be done by Contractor upon the Project. In such event, Contractor shall and hereby does release and discharge the Owner and Engineer from any and all claims arising out of, or as a result of such cessation or cancellation and termination; provided, however, that in any and all such events, Contractor shall be entitled to receive payment from the Owner based on applicable unit prices for contract work already done and performed in accordance with the Contract Documents and not yet paid for, with reimbursement for any actual and provable loss incurred by Contractor with respect to materials, equipment and

subcontractors (e.g. reasonable cancellation charges, if any, payable to subcontractors and suppliers and demobilization costs.)

SC-15.03.B

Owner May Terminate for Convenience

Add the following to Paragraph 15.03.B of the General Conditions:

In any case, the total that the Contractor may claim in the event of termination for convenience shall not exceed the amount that the Contractor would have received if the Contractor had completed the Work as amended by all Change Orders issued and agreed prior to the termination for convenience.

SC-15.05.A-C

Owner May Stop Work

Add the following new paragraphs 15.05.A-C to Article 15 of the General Conditions:

15.05 *Owner May Stop Work*

A. The Owner may, but is not obligated to, stop work if any one or more of the following occur:

1. Contractor fails to perform the Work in compliance with the required Maintenance of Traffic provisions.
2. Contractor does not provide the required competent resident superintendent at all times during the progress of the Work.
3. Contractor fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents.
4. Contractor fails to obtain, maintain, or renew insurance in conformance with the Contract Documents, or if any insurance company Contractor has obtained insurance with has declared bankruptcy or is declared bankrupt.
5. Contractor fails to prosecute the Work without endangering persons or property.

B. If one or more of the events identified in paragraph 15.05.A occur, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Any stop of Work order issued by Owner does not give control or responsibility over supervision of the Work, construction means, methods, techniques, sequences or procedures or for safety precautions or programs to Owner or Engineer. During the stoppage of the Work, the Contractor is fully responsible for maintaining all safety and protection requirements in accordance with the General and Supplementary Conditions. If Owner does not stop Work, whether at its discretion or because it is unaware of an occurrence that

could cause it to issue a stop Work order, continuation of the Work without stoppage does not make the Owner or Engineer responsible for the safety and protection of the Work.

C. Contractor shall bear all direct, indirect, and consequential costs (including but not limited to fees and charges of Engineer, attorneys and other professionals, any additional expenses incurred by Owner due to delay of others performing Work under a separate contract) of any stoppage of Work order issued by Owner in accordance with paragraphs 15.05.A and 15.05.B. Contractor shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in Contract Price.

SC-16.01.A-F

Methods and Procedures (Dispute Resolution)

Delete Paragraph 16.01 of the General Conditions in its entirety, including subparagraphs 16.01.A, 16.01.B, 16.01.C.1, 16.01.C.2, and 16.01.C.3, and replace them with the following:

A. The chosen method for dispute resolution for this project is mediation. Mediation pursuant to this Paragraph shall be treated as compromise and settlement negotiations for purposes of the Florida Rules and Evidence.

B. As provided above, the parties shall endeavor to settle the dispute by mediation. The proceeding will be conducted in accordance with the then current Center For Public Resources (“CPR”) Model Procedure for Mediation of Business Disputes, with the following exceptions:

1. If the parties have not agreed within ten (10) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either party, shall appoint a member of the CPR Panels of Neutrals as the mediator, and
2. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the proceeding.

C. The parties regard the aforesaid obligation to mediate as essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

D. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

E. If the dispute has not been resolved by mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other party.

F. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.

SC-16.02

Methods and Procedures (Dispute Resolution)

Add the following new paragraph to Article 16 of the General Conditions:

16.02 Litigation arising out of or related to this contract shall be governed by the laws of Florida and adjudicated in the courts of the County within which the project is located.

END OF SECTION