

SECTION 00801

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

INTRODUCTORY PARAGRAPH

The following supplements, modify, change, delete from or add too the General Conditions of the Contract for Construction, AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these supplements, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1.3 THE WORK

Add the following sentence to the end of Paragraph 1.1.3

The term "furnish" includes purchase and delivery to Project Site. The term "install" includes receiving, unloading and storing at Project site, installing in place, and placing in operation or finishing complete for intended use. The term "provide" includes furnishing and installing.

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 The term "provide" as used in the Project Manual means to furnish and install, complete and ready for intended use.

1.1.9.2 The term "product" as used in the Project Manual includes materials, fabrications, systems, and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraphs to Paragraph 1.2

1.2.4 Should the drawings and specifications conflict on any point, the work is to be done according to the Specifications insofar as the quality of materials and workmanship is concerned; but the Drawings shall govern insofar as the form or extent of the work is concerned. Should details and schedules shown on drawings conflict on any point, the schedules prevail. Large-scale details prevail over small-scale plans and elevations, and figure dimensions over scaled dimensions. AIA General Conditions, Addenda, and Change Orders supersede the affected portions of the Documents.

1.2.5 The Drawings are intended to show the general arrangements, design and extent of the Work, and are partly diagrammatic; they are not intended to be called for rough-in measurements, or to serve as Shop Drawings. In general, the better quality or greater quantity of Work or materials shall be furnished unless otherwise indicated in Writing by the Architect.

1.2.6 Where a typical or representative detail is shown on the Drawings, this detail shall constitute the standard in workmanship and materials throughout corresponding parts of the Work; adaptation, however, shall be subject to the approval of the Architect.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Add the following subparagraph 1.6.1 to Paragraph 1.6

1.6.1 Contractor's Use of Instruments of Service in Electronic Form

- .1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.
- .2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Paragraph 2.2.2: At the end of this paragraph, add the following new text:

As it relates to sanitary sewer and water utility services, the Owner shall pay any applicable capital facilities fees or front footage fees, tap fees, water meters, or other required equipment items related to services provided by the utility entity.

Paragraph 2.2.5, delete the text in this paragraph and replace with the following new text:

2.2.5 Upon award of the Contract, the Architect will furnish to the Contractor without charge, five (5) sets of Contract Drawings and Specifications. The Contractor may obtain additional sets of the above from the Architect, at the cost of printing and handling.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Clause after Subparagraph 3.2.1

3.2.1.1 Contractor shall ascertain the location of all existing utilities prior to beginning new and alteration work. Verify locations of utility lines shown on drawings; locate and mark each utility prior to start of construction. Any damage caused to any utility as a result of Work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money will be paid by the Owner.

Add the following Subparagraph 3.2.5 to Paragraph 3.2

3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

Add the following Subparagraph 3.2.6

3.2.6 Claims for additional compensation or extensions of time because of the failure of the Contractor to field verify proposed and existing Work will not be allowed.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following after Subparagraph 3.3.1

- .1 The Contractor shall review, verify, and be in agreement with any specified construction or installation procedure and instruction prior to performing the Work, including manufacturers recommended and referenced standards, and shall report to the Architect at once if the specified procedure and instruction (1) does not appear to follow reasonable construction practice, (2) may invalidate any specific warranty or the general Contractor's warranty, or (3) may be objectionable to the Contractor for some reason.

3.3.1.2 In conjunction with reporting an objection, the Contractor shall propose, in writing, alternative procedures to which the Contractor will agree and warrant.

3.4 LABOR AND MATERIALS

Delete Subparagraph 3.4.2 and add the following:

3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

- .2 represents that the Contractor will provide the same warranty for the substitutions that the Contractor would for that specified.
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4

3.4.4. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

Add the following to Subparagraph 3.4.3

Should the Architect or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without the written consent of the Architect and the Owner.

After paragraph 3.4.4, add the following new paragraph 3.4.5:

3.4.5 The Owner will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of Putnam, St. Johns and Clay counties when such labor is available and qualified to do the type of work required.

3.5 WARRANTY

After paragraph 3.5, add the following new Subparagraph 3.5.1:

3.5.1 Specific and special warranties specified are in addition to and not in lieu of the Contractor's general warranty.

3.6 TAXES

Add the following to Paragraph 3.6

3.6.1 Contractor shall pay unemployment and Social Security taxes and other taxes imposed by Local, City, State, or Federal government and certify to Owner that this has been done before final payment is made to Contractor.

3.6.2 SJRCC reserves the right to implement a sales tax savings program by selecting certain items for Direct Purchase. See Article 16.6 of these Supplementary Conditions.

3.7 PERMITS, FEES AND NOTICES

Delete Subparagraph 3.7.1 and substitute the following:

3.7.1 The Owner shall secure and pay for the building permit and the Contractor shall secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

Add the following Clause 3.7.1.1 to Subparagraph 3.7.1

3.7.1.1 Contractor shall provide copies of Change Orders to the Building Official and DOE.

3.9 SUPERINTENDENT

Add the following Subparagraph 3.9.4 to Paragraph 3.9

3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as coordinator for the mechanical and electrical work. The coordinator shall be knowledgeable in mechanical

and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other work, and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following Subparagraph 3.12.11 to Paragraph 3.12

3.2.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

3.13 USE OF SITE

Add the following Subparagraph 3.13.2 and 3.13.3 to Paragraph 3.13

3.13.2 The Contractor shall confine his equipment, storage of materials, and operations of his workmen to limits directed by the Architect. Materials shall not be brought onto the site until reasonably required for the progress of the Work. Storage space will be confined to a designated area of the site. When the site is not in a condition to receive a material shipment, the Contractor shall have materials properly stored elsewhere at no additional cost to the Owner. No payment for materials shall be made unless material is stored on site.

3.13.3 Material shall be arranged and maintained in an orderly manner with use of walks, drives, roads, and entrances unencumbered. Store, place, and handle material and equipment delivered to project site so as to preclude inclusion of foreign substances or causing discoloration. Pile neatly and completely and barricade to protect public from injury. Protect material as required to prevent damage from ground or weather. Should it be necessary to move material at any time, or move sheds or storage platforms, Contractor shall move them as and when required at no additional cost to the Owner. The Owner assumes to responsibility for stored materials in building or on site. The Contractor shall assume full responsibility for damage due to storing of materials. Repairing of areas used for the placing of sheds, offices, and storage of materials shall be done by Contractor.

3.14 CUTTING AND PATCHING

After paragraph add the following new paragraph 3.14.3:

3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged or removed due to Contractor's work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Paragraph 4.2.3, at the end of this paragraph, add the following new text:

If on-site inspections and observations disclose defects and deficiencies, or work not being carried out **in accordance with the Contract Documents, the Architect shall request the Contractor to correct such deficiencies.** If the Contractor fails to take corrective action within a reasonable time, the Architect will notify the Owner in writing with copy of such notice to the Contractor, calling the Owner's attention to the Contractor's failures to carry out the provisions of the Contract.

at the end of Paragraph 4.2.13, add the following new text to the end of the last sentence:

And, if and when approved by the Owner.

Add the following Clause after Subparagraph 4.2.4:

4.2.4.1 Any direct communication between the Owner and Contractor which may affect the administration or performance of the Contract shall be made or confirmed in writing, with copies to the Architect.

ARTICLE 5 SUBCONTRACTORS

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

In the first sentence of Subparagraph 5.2.1, change the phrase “. as soon as practicable. ” to read “. within 10 days .”

ARTICLE 6 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY, after paragraph 6.2.5, add the following paragraph 6.2.6:

6.2.6 Claims, disputes and other matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3, provided the separate contractor has reciprocal obligations. If such separate contractor sues the Owner on account of damages alleged to have been sustained, Owner shall have option of defending such proceeding or of notifying Contractor who shall defend such proceeding and shall pay all costs in connection therewith; and if any judgment against Owner arises therefrom, Contractor shall pay or satisfy it, together with Owner’s reasonable costs, including attorney’s fees and court costs.

Add the following Subparagraphs to Paragraph 6.2

6.2.7 Project meetings will be held at times designated by the Architect after conference with the Contractor. Contractor and designated Subcontractors must attend these meetings. If the principal of the firm does not attend meetings, the individual representing the firm must be a responsible representative of the company who can bind the company to a decision at the meeting.

6.2.8 Contractor or Contractor’s representative shall, on a monthly basis, at a minimum, prepare and present an oral and written report to the Board of Trustees at one of its regularly scheduled meetings. The written report shall be provided to the Board’s Secretary ten (10) days in advance of the meeting at which the oral report will be made. The Board may, at its discretion, from time to time, modify this schedule to decrease the frequency of these reports or to modify the form or content of the reports. Such report shall include, as a minimum, a progress report, problem areas, if any, conditions and requests for change orders, and other information as may be requested from time to time by the Owner.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

Add the following to Paragraph 7.1.3

“The cost of all changes in the Work shall be substantiated by complete itemized statements showing quantities and unit prices for all material, labor (including all fringe benefits), equipment and other items of cost. Coast of labor (including applicable fringe benefits) and materials shall be actual costs to the Contractor. The Contractor shall submit receipts or other evidences, as the Architect may direct, showing his actual costs and his rights to the payment claims”

Add the following Paragraph 7.1.4 and Clauses to Paragraph 7.1

7.1.4 In the maximum percentage of profit and overhead which may be added to actual costs of changes in the Work shall be as follows:

- .1 For Work done by his own organization, the Contractor may add ten percent (10%) of his actual costs.
- .2 For Work done by Subcontractors, the respective Subcontractor may add ten percent (10%) of their costs and the Contractor may add ten percent (10%) of the above Subcontractor’s total.
- .3 Overhead shall include the following: Supervision, wages or time-keepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in “cost”.
- .4 Authorizations for changes in the Work shall be made in writing to the Architect and the Owner, and no claim for a revision of the Contract Sum shall be valid unless so authorized.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Paragraph 7.3.7 Delete the first sentence and replace with the following new first sentence:

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with the Contract Specifications.

Paragraph 7.3.7, at the end of this paragraph add the following new text:

Costs shall not include any of the following:

- .6 Salaries or other compensation of the Contractor's personnel at the Contractor's office unless direct additional expenses have been incurred exclusively because of the change;
- .7 Expenses of the Contractor's offices, including the field office;
- .8 Any part of the Contractor's capital expenses, including interest on the Contractor's capital;
- .9 Costs due to the negligence of the Contractor, or any Subcontractor
- .10 Overhead, general expense, and the cost of any item not specifically or reasonably inferable as included in the items described in 7.3.6.1 through 7.3.6.5.

ARTICLE 8 TIME

Add the following Subparagraphs to Paragraph 8.2

8.2.4 The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts and overtime operations, as may be necessary to insure prosecution of the work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, he shall take such steps as may be necessary or as may be directed by the Architect to improve his progress by increasing the number of shifts, overtime operations, days of work, and the amount of construction plant, as may be required, at no additional cost to the Owner.

8.2.5 Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Agreement.

8.2.6 Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separate part thereof, in accordance with Paragraph 14.2.

8.2.7 Failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Owner, and damages arising from such failure cannot be calculated with any degree of certainty; therefore, if the project is not substantially completed within the time fixed in the Agreement, or within such further time, if any, as shall be allowed for substantial completion, the Contractor shall pay to the Owner liquidated damages for such delay for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished in accordance with the following:

SCHEDULE OF LIQUIDATED DAMAGES:

One Hundred Dollars (\$100.00) per calendar day.

8.2.8 Provision for assessment of liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts set out in the Agreement.

8.2.9 The Owner may deduct from the balance retained by the Owner under the provisions of Paragraph 9.4.3 any liquidated damages which may have occurred of such portion thereof as the said balance will cover.

ARTICLE 9 PAYMENTS AND COMPLETION

Add the following after Subparagraph 9.1.1.

9.1.2 In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for the Contractor's promises are:

9.1.2.1 One dollar (\$1.00) in hand paid by the Owner, the Architect and the Architect's employees to the Contractor, receipt whereof is hereby acknowledged and adequacy of which the Contractor accepts as completely fulfilling the obligations of the Owner, the Architect and the Architect's employees under the requirements of Section 725.06, Florida Statutes, and;

9.1.1.2 The entry of the Owner and the Contractor into the construction contract because, but for the Contractor's promises as contained in the Contract Documents, the Owner would not have entered into the construction contract with the Contractor.

9.3 APPLICATION FOR PAYMENT

Add the following Clause to Subparagraph 9.3.1:

9.3.1.3 Until Substantial Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments.

In Subparagraph 9.3.3, change the first sentence to read:

"The Contractor warrants that title to all work and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor."

In the second sentence of Subparagraph 9.3.3., delete the words, "to the best of the Contractor's knowledge and belief"

9.4 CERTIFICATES FOR PAYMENT

Add the following to Subparagraph 9.4

9.4.3 Ten percent (10%) of each payment will be retained until the Contract, including Change Orders, is substantially complete. Payments of the amounts retained will be due ten (10) days after final acceptance by the Owner and issuance of certificates by the State as described in Paragraph 9.10.1

9.6 PROGRESS PAYMENTS

In the first line of Subparagraph 9.6.3, change the words "The Architect will, on request..." to read, "The Architect may, on request and at his discretion..."

9.8 SUBSTANTIAL COMPLETION

Add the following Clause 9.8.3.1 to Subparagraph 9.8.3

9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work, or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

9.8.5 Delete the second sentence and substitute the following:

"Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to Ninety-Five Percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims."

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following Clauses to Subparagraph 9.10.1:

- .1 The Architect will file with the Department of Education a Request for Final Inspection. Prior to final payment, a Certificate of Final Inspection from the DOE is required in conjunction with the following actions by the Architect.
- .2 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work, or a designated portion thereof has attained Final

Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Add the following Subparagraph to Paragraph 9.10

9.10.6 Final payment shall be made to the Contractor as provided by the Agreement between the Owner and Contractor. Application for final payment shall in the same form as application for progress payments as described in Paragraph 9.3.1 and shall be accompanied by the following additional items:

- .1 Completed and notarized waivers and releases of lien in a form acceptable to the Architect and Owner (refer to attached Waiver of Lien Certificate).
- .2 Certificates of Inspection and Occupancy as required by law.
- .3 Such other data and substantiating information as may be required elsewhere in these Contract Documents including but not limited to all required guarantees, warranties, operating and maintenance manuals, As-Built drawings, or as may be required by the Owner or Architect and as described in DIVISION 1, SECTION 1770 CLOSEOUT PROCEDURE.

ARTICLE 10 PROTECTION OF TREES AND PROPERTY

Add the following after Article 10.5:

10.6 FLORIDA TRENCH SAFETY ACT

10.6.1 The Occupational Safety and Health Administration excavation safety standards, 29CFR 1926.650 Subpart B trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

ARTICLE 11 INSURANCE AND BONDS

Article 11 of the AIA General Conditions as written is deleted in its entirety and is superseded as follows:

11.1 Definitions:

11.1.1 Contractor: As used in this Article 11, is the Contractor and any and all of his Subcontractors, employees, agents and representatives.

11.2 Builder's Risk Insurance: Owner shall purchase, maintain, and pay for the costs of Builder's Risk Insurance (fire, extended coverage, vandalism, theft, and malicious mischief) on all construction materials and the buildings or structures in the course of construction. Said Builder's Risk insurance shall insure to the benefit of Owner and Owner's interests. Said Builder's Risk insurance shall be subject to a \$100,000.00 (one hundred thousand dollars) "deductible" clause. Contractor shall be responsible for paying for any and all losses up to said \$100,000.00 deductible, excluding any loss which is the result of natural causes. Contractor shall be responsible for the loss of, or damage to, any and all of Contractor's personal property; such as tools, equipment, mobile office, etc.

11.2.1 Extended Coverage: The usual form currently available and covering perils of windstorm, hail, explosive, riot and civil commotion, damage from aircraft and vehicles and smoke damage.

11.3 Liability Insurance: The Contractor will purchase and maintain during the entire time of this Agreement comprehensive general liability and comprehensive automobile liability insurance as shall protect him from claims for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

11.3.1 Comprehensive General Liability including Personal Injury, Products Completed Operations Coverage, Independent Contractor's Protective, and Contractual Liability.

Bodily Injury and Property Damage:

\$1,000,000	Each Occurrence
\$100,000	Fire Damage (Any one fire)
\$5,000	Medical Payments (Any one person)
\$1,000,000	Personal and Adv. Injury
\$2,000,000	General Aggregate

\$2,000,000 Products – Comp/OP Aggregate

General Aggregate Limit applies per Project; Products – Comp/OP Aggregate applies per Project; Waiver of Subrogation in favor of Owner.

Products and Completed Operations to be maintained for one (1) year after final payment.

Property Damage Liability Insurance will provide X, C, and U coverage when such contracts are affected. Owner shall be named as additional insured on all liability insurance.

11.3.2 Comprehensive Automobile Liability:

Combined Single Limit Each Accident \$1,000,000

Owner shall be named additional insured; Waiver of Subrogation in favor of Owner.

11.3 Worker’s Compensation Insurance: Contractor shall take out and maintain, during the life of this Agreement, Worker’s Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all of his employees connected with the work of this project and further, the Contractor shall require his Subcontractors similarly to provide Worker’s Compensation Insurance. In case any class of employee engaged in hazardous work under this Contract at the site of project is not protected under the Workmen’s Compensation Statute, the Contractor shall provide adequate insurance satisfactory to the Owner for the protection of his employees not otherwise protected.

Required Limits:

- 1. Worker’s Compensation - Statutory Benefits
- 2. Employer’s Liability
 - \$1,000,000 each employee Bodily Injury by accident
 - \$1,000,000 each employee Bodily Injury by disease
 - \$1,000,000 policy limit Bodily Injury by disease

Waiver of Subrogation in favor of Owner.

11.4 Anything in the Contract Documents to the contrary notwithstanding and in addition to the insurance required to be maintained by the Contractor as hereinabove set forth, Contractor agrees to indemnify, hold harmless and defend Owner and Architect against any and all claims, loss, damage to or destruction of property including, without limitation, property and employees of Owner, occurring wholly or in part, as the result of work done or omitted to be done by, or contracted to be done but not done by, Contractor or his Subcontractors or the employees or agents or invites either arising from injury to or death of persons or damage to or destruction of property due or claimed to be due, in whole or in part, to any negligence or fault of Owner or its employees, agents, or invites, except claims, loss, damage, costs or expense resulting from risks as are hereinabove required to be insured by Owner.

11.5 Contractor shall submit to Owner before commencement of work, evidence of the above require insurance, which shall contain certification by the insurance companies that such insurance shall not be canceled or materially changed until at least ten (10) days prior to written notification being given to the Owner. The Form of Certificate shall be the standard “Accord” form, Certificate of Insurance. The Contractor shall furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.6 Anything in Paragraphs 4.18.1, 4.18.2, and 4.18.3 of the General Conditions to the contrary of the indemnification obligations hereby set forth shall not be applicable as between the Owner and Contractor, and any and all references to Owner therein deleted.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Delete Paragraph 12.2.2 in its entirety and add the following:

12.2.2 If, after the approval of final payments and prior to expiration of one (1) year thereafter, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, it shall be repaired by the Contractor. In the case of an emergency, brought about by defective work of the Contractor, the Owner may proceed

immediately to make the necessary repairs and charge the cost of same to the Contractor without giving any notice to the Contractor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.6 INTEREST

Delete Paragraph 13.6.1

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER

Delete Paragraph 14.2.1 in its entirety and add the following:

14.2.1 If the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or if the Contractor:

1. Fails to correct, replace and/or re-execute faulty or defective work and/or materials furnished under this Agreement; or
2. Fails to complete or diligently proceed with the Work required by this Agreement, within the time constraints of the construction schedule maintained by the Architect; or
3. Fails to correct or repair any damage to Work caused by him or his failure to protect his Work or the work of others; or
4. Fails to provide safe and sufficient facilities, orderly premises and the cleanup of the Work required under this Agreement; or
5. Is unable to proceed with the Work because of any action by one or more employees of the Trade Contractor or by a person or labor organization supporting or attempting to represent any employees of the Trade Contractor; or otherwise is guilty of a substantial violation of the provision of the Contract Documents, and fails within 72 hours after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other remedy the Owner may have, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE 15 CLAIMS AND DISPUTES

Add the following to Paragraph 15.1.4

Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of material at the trade discount cost, including sales tax and cost of delivery; cost of labor, including Social Security, unemployment insurance, and fringe benefits required by agreement or custom; workers compensation insurance; bond premium not to exceed one percent (1%); rental value of equipment and machinery at trade discount cost plus sales tax and the additional cost of supervision directly attributable to the change only if the change (or total time extension of all changes) results in an extension of the contract time for more than thirty (30) days. The bond premium of all credit amounts shall be added to the total credit allowed the Owner. No bond cost shall be allowed for a Subcontractor's bond cost.

Add the following Clauses to Subparagraph 15.1.5

15.1.5.3 Claims for an increase in Contract Time shall set forth in detail the circumstances that form the basis for the claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each cause of delay. The Contractor shall provide such

supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the claim.

15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent delays due to the fault of the Contractor.

ARTICLE 16 - ADDITIONAL CONDITIONS (ADDED ARTICLE)

16.1 MINIMUM WAGE (NOT REQUIRED)

16.2 APPRENTICES AND TRAINEES

16.2.1 The Contractor shall conform to all requirements of Section 466.101 of the Florida Statutes with respect to apprentice and trainee employment.

16.3 EQUAL OPPORTUNITY

16.3.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated fairly during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following:

16.3.2 Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination in accordance with local, state and federal guidelines.

16.4 PREFERENCE TO HOME INDUSTRIES

16.4.1 The Contractor agrees that, pursuant to Section §255.04, Florida Statutes, preference will be given in the purchase of material and in the letting of contracts for the construction of this project to the residents of the State whenever such material can be purchased or services can be employed at no greater expense than that which could be obtained if such purchase was made or contract let to a person or firm doing business beyond the limits of the State, provided that quality of materials, qualifications, character, responsibility and fitness be equal.

16.5 CODE REQUIREMENTS

16.5.1 All work under this Contract shall be completed in accordance with the Florida Building Code, 2007 Edition, with the 2009 Supplement and Florida State Requirements for Educational Facilities (SREF) 2007 and all subsequent addenda, as well as all local, County, State, and Federal laws, codes or requirements.

16.6 OWNER'S OPTION TO DIRECT PURCHASE

16.6.1 The Owner is tax exempt and may exercise their right to purchase directly various construction materials, supplies, and equipment that will be a part of this Contract. If the Owner chooses to exercise this option, it will be done at no additional cost. The Owner will, via their purchase orders, purchase the materials, and the Trade Contractor shall assist the Owner in the preparation of the purchase orders. The materials shall be purchased from the vendors/suppliers selected by the Trade Contractor, for the price originally negotiated by the Trade Contractor.

16.6.2 The Contractor shall cooperate and assist SJRCC at no additional cost, with respect to the Owner's option to direct purchase materials. SJRCC and the Contractor shall work together to identify pieces of equipment and material that are available for direct purchase. As such items are identified, the Contractor shall generate a DPR to SJRCC. Upon approval, SJRCC will issue a signed and numbered Purchase Order to the appropriate supplier in accordance with a schedule mutually acceptable to SJRCC and Contractor. SJRCC shall pay to the supplier of such items directly and the title for such items shall pass directly from the supplier to SJRCC. Notwithstanding the foregoing, Contractor shall remain responsible for ordering, scheduling, coordinating, insuring, delivery, unloading, storage, installation, operation and warranties of all such direct purchase items, as if Contractor has purchased the items itself for incorporation into the Work.

In that regard, SJRCC shall assign to the Contractor all contract and warranty rights SJRCC may have against any such supplier, so as to permit Contractor to assert warranty or other contract claims for defective or nonconforming materials or equipment directly against the suppliers of such items. The Architect will prepare

a Change Order which SJRCC and Contractor will execute which deducts from the Contract Price the amount being paid by SJRCC for the direct purchased items, plus the amount of sales tax that otherwise would've been paid on such items.

16.6.3 The following paragraphs describe the procedures by which this program will be implemented and administered. Pursuant to these procedures SJRCC will order and pay for all such purchases, as well as take title to all such purchases, directly from the supplier or manufacturer.

- .1 At the time the Contract Price is established, but not later than concurrently with submission of the required Schedule of Values, SJRCC and Contractor shall endeavor to identify the specific items and the estimated costs of the potential Owner Direct Purchase (ODP). Contractor shall identify a separate line item cost for each potential ODP item. Contractor must clearly and separately identify any contingency or allowance amount associated with any ODP line items. The Contract Price must include the total cost of the Work, including the cost of the ODP items and their associated sales taxes.
- .2 Based upon its review of the Contract Documents, Contractor shall recommend potential ODP items to SJRCC. After reviewing the Contractor's recommendations and the applicable Contract Documents, SJRCC shall make the final determination as to which items will be purchased as ODP.
- .3 The document transmitted from the Contractor to SJRCC for ODP shall be referred to as a "DPR" and the document actually ordering the material shall be referred to as "Purchase Order". The SJRCC Purchase Orders will be directly tied to the DPR by a document number which will be assigned to the DPR upon receipt by Purchasing in the Business Office, and a reference to that document number will be included in the Purchase Order generated from same. After SJRCC identifies the ODP items, Contractor shall prepare an SJRCC DPR form to specifically identify the materials which SJRCC has elected to purchase directly. The DPR form shall include the following information:
 1. Project Name and Job Number
 2. Contractor Name and Contract Number
 3. Manufacturer/Supplier Name
 4. Name, address, telephone number and contact person for Manufacturer/Supplier
 5. Manufacturer or brand model or specification number of the item
 6. The quantity and unit of measurement as estimated by the Contractor
 7. The price quoted by the Manufacturer/Supplier for the materials or equipment identified
 8. All sales tax associated with the price quote
 9. Delivery address
 10. Delivery Dates
 11. Delivery instructions
 12. Vendor identification number
 13. Mailing address for invoices
- .4 All DPRs prepared by Contractor must be sent to the SJRCC Construction Manager, and expressly approved by SJRCC. In preparing the DPR, the Contractor shall include all terms and conditions, which may have been negotiated by the Contractor with the manufacturer/supplier (e.g. payment terms). All shipping expenses associated with any ODP item (including all freight insurance) must be included in the cost of that item and not charged as a separate item.
- .5 All DPRs prepared by the Contractor must be submitted to SJRCC no less than 14 calendar days prior to the need for ordering of the subject ODP item, in order to provide sufficient time for their review. Contractor is responsible for ensuring that all necessary attachments to the DPR (e.g., shop drawings, details, specification sheets, etc.) required to properly place the order with the manufacturer/supplier, have been attached to the DPR at the time it is sent to SJRCC for their review. In addition, the Contractor and vendor/manufacturer/supplier must establish a fabrication and delivery time frame. Once the DPR is approved by SJRCC, SJRCC shall generate a Purchase Order with all attachments including a copy of the DPR to the manufacturer/supplier, and a copy of the Purchase Order will be furnished to the Contractor.

Purchases made as ODP's against a Purchase Order issued by SJRCC cannot exceed the quantity of materials authorized by the Purchase Order, nor exceed the total dollar amount of the Purchase Order. Invoices resulting from materials ordered against a purchase order must not exceed the amount shown on the Purchase Order. Invoices against a particular Purchase

Order for which the amount exceeds the total Purchase Order amount will not be paid beyond the amount listed on the Purchase Order as they are considered unauthorized purchases. Should it be determined that additional materials are required beyond that which is listed on the Purchase Order, the Contractor shall generate an additional DPR to SJRCC for any additional materials needed.

- .6 As ODP items are delivered to the job site, the Contractor shall visually inspect all shipments from manufacturers/suppliers, and approve the vendor's shipping record for materials delivered. The Contractor shall assure that each delivery of an ODP item is accompanied by the appropriate documentation to adequately identify the Purchase Order number against which the purchase is made and to confirm that the correct type and quantity of the ODP item has been delivered in the appropriate condition. The Contractor's approval will include a legible signature and printed name of the person who inspected the delivered items, dated as of the date of delivery.
- .7 All invoices from the manufacturer/supplier must be directed and sent to SJRCC Purchasing Department via the Contractor. It is the responsibility of the Contractor to timely review all such invoices and confirm their correctness before forwarding them to SJRCC for processing and payment. The Contractor shall verify in writing to SJRCC the accuracy of the invoice in relation to the delivery ticket and the ODP items actually delivered. The Contractor shall obtain from the manufacturer/supplier all releases and other necessary supporting documentation which may be required by SJRCC and shall insure that all such releases and supporting documentation have been attached to the invoice before forwarding the invoice to SJRCC for processing and payment. The Contractor is also responsible for obtaining from the manufacturer/supplier all warranties, operating information and manuals, spare parts and all other items required to be provided by the manufacturer/supplier. The Contractor shall review all such items for compliance with the requirements of the Contract Documents and shall organize and deliver all such items to SJRCC as part of its requirements for achieving Substantial Completion of such work.
- .8 Each month, the Contractor and SJRCC shall review the Owner Direct Purchases that have been delivered and paid for during that month. Contractor's monthly requests for payment will be reduced by an amount equal to the value of any Owner Direct Purchases, including sales taxes, incorporated into the work during the period for which the monthly progress payment is requested. At a time of its choosing, with input from the Contractor and SJRCC, the Architect shall prepare an appropriate Change Order for Contractor's execution, which reduces the Contract Price by the total cost paid by SJRCC for the Owner Direct Purchases together with the amount of sales tax savings that have been realized as a result SJRCC directly purchasing such items. Further, the Change Order shall deduct from the Contract Price any remaining contingency or allowance balance associated with the subject ODP item.
- .9 Nothing in these procedures relieves the Contractor from his responsibility for requisitioning, scheduling, coordinating, insuring, delivery, unloading, storage, installation operation and warranty of all ODP items.

16.6.4 The following is a list of Construction materials that the Owner may consider for direct purchase:

- 1 Lightning Package
- 2 Doors, Frames And Hardware
- 3 Structural Steel
- 4 Concrete
- 5 Roofing
- 6 Concrete Masonry Units

WAIVER OF LIEN AND CERTIFICATION

St. Johns River Community College
Palatka, Florida

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of _____ Dollars, and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following described property:

DATED this ____ day of _____, 20____,

at _____.

BY: _____

TITLE: _____

Sworn to and Subscribed to before me this _____ day of _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

NOTARY SEAL

(Date)

END OF SECTION