

SECTION 00800 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. Document A201, latest Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1.3 THE WORK

Add the following: " Additional information is included in Division 1."

1.2 COORELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following:

1.2.4 In the event of conflicts or discrepancies among Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. Drawings and Specifications. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ARTICLE 2: OWNER

Delete Subparagraph 2.2.5 and substitute the following:

2.1 DEFINITION

In these guidelines the reference to Owner shall be the legal name described in the Contract, with these additions: "Office of Design and Construction Management".

Delete Subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished free of charge five (5) copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS

Add the following Subparagraphs 3.4.2.1, 3.4.3 and 3.4.4 to 3.4:

- 3.4.2.1 "Contractor agrees that Westminster Communities retains the absolute right at any time to require the removal of one or more of Contractor's employees from Westminster's premises and from service on this contract, whether with cause or without cause. Contractor further indemnifies and holds Westminster Services harmless from any claims or causes of action brought by contractor's employee, or costs of any nature, including reasonable attorney's fees, incurred to defend any claim by such of contractor's employees arising from such removal or other action by contractor.
- 3.4.3. Not less than ten (10) calendar days prior to the Bid date, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in General Requirements (Division 1 of the Specifications).
- 3.4.4 By making requests for substitutions based on Subparagraph 3.4.3 above, 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 substitution that the Contractor would for that specified;
 3. certifies that the cost data represented is complete and includes all related costs under this Contract including the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.
 5. No substitution will be accepted by Owner for any product or service indicated as "preferred" in the specifications.

3.6 TAXES

Westminster Communities may be exempt from Florida State Sales tax.

3.7 PERMITS, FEES AND NOTICES

Design Professional shall verify with Owner and modify 3.7.1 to read:

3.7.1 Permits

All copies of permits shall be submitted to Westminster Communities for inclusion in the annual D.O. report.

General Contractor will be responsible for obtaining and paying for building, mechanical, electrical and plumbing permits.

3.7.1.2 Impact Fees and Notices;

Consult with Westminster Communities regarding sewer connections and impact fees and credits.

The General Contractor shall obtain and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution of the completion of the Contract, which are legally required when bids are received or negotiations are concluded.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1.2 Add the following subparagraphs: Allow and coordinate Owner access to work for verification survey and Owner's "tagging" procedures.

3.11.1.3 Prior to the periodic inspections of the physical locations of improvements the record drawings shall be verified by Westminster Communities. The Contractor's record documents shall indicate physical locations of improvements and utilities within 6-inches of an established reference point.

- a. Clearly identify the item by accurate note such as "cast iron drain", "galvanized water" and the like.
- b. Shown by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed" and the like).
- c. Make all identification sufficiently descriptive that it may be related reliably to the Drawings and Specifications.

3.11.1.4 Prior to Final Completion and payment of project and final inspection, notify the Owner of all final changes to record documents.

3.11.1.5 CAD Record Drawings: Produce record drawings complying with Westminster Communities CAD standards, using "AutoCAD" Release 2006. Contact Westminster Communities Design Department to coordinate final requirements for providing disk media to them upon completion and acceptance of record drawings.

ARTICLE 4 ADMINISTRATION

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Add the following subparagraph:

"4.2.3.1 Neither the Architect nor the Owner shall be responsible for compliance with the Occupational Safety and Health Act (OSHA) or other Federal, State and local regulations for construction as required by 10.1.1 and 13.1, and as the Contractor, Owner and Architect agree that the terms referring to "employer" within OSHA requirements Not later shall be construed to mean the Contractor."

4.3.2 Delete the words "initiated" and replace with "made".

4.5 ARBITRATION

Modify Paragraph 4.5 ARBITRATION to delete arbitration as a method to resolve disputes. Mediation or litigation shall be decided upon by Owner in the event of a dispute

ARTICLE 5 SUBCONTRACTORS

Add the following subparagraphs to 5.2.1

5.2.1.1 Not later than Forty-Five (45) calendar days after the date of "Notice to Proceed" the Contractor shall furnish in writing to the Owner through the Architect a revised list of the names of the persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and where applicable, the name of the installing Subcontractor. (Verify days with Florida Hospital Construction Manager).

ARTICLE 7 CHANGES IN THE WORK

7.2.2 Delete the existing wording and add the following:

7.2.2 Construction Changes: The maximum amounts added to the cost of any changes are determined as follows:

1. For the Contractor; for Work performed by the Contractor's own forces, 10% of the cost.
2. For the Contractor; the Work performed by the Contractor's Subcontractor; 5% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractors involved; the Work performed by that Subcontractor or Sub-subcontractor's own forces; 10% of the cost.

4. No further tiering of the Sub-subcontractors will be allowed mark-up for overhead and profit.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be also itemized. In no case will be a change involving over \$100.00 be approved without such itemization.
7. Unless otherwise modified, it is understood that the overhead and profit markups noted above compensate the contractor for any time extensions granted, and such time extensions will be handled on the basis of the actual costs only, in accordance with Article 8.3.

ARTICLE 8 TIME

Paragraph 8.2 PROGRESS AND COMPLETION

Add to paragraph 8.2.1 the following:

Construction Work Hours/Premium Time: In all projects that involve areas of existing construction, the Contract Time has been determined and adjusted in respect to Contractor's need for access and the Owner's requirements for the Contractor to perform portions of the Work during non-standard hours. The Contractor shall ascertain, coordinate and minimize the impact of interruption of the Owner's services and operations. Such interruptions and use of non-standard work hours have been anticipated and included in the Contract sum. No claims for extras and requests for change orders based on premium time-work will be submitted.

Add to paragraph 8.2.2 the following:

8.2.2.1 Required "No Work" Hours: The Contractor shall cease to conduct work and construction operations at the site from sunset Friday through sunset Saturday in conformance with the Owner's observance of the Sabbath. Sunset time shall be defined as sunset recorded by locally published sources.

Modify subparagraphs 8.2.3 and 8.2.4 to read:

"rate of progress that ensures the issuance of a Certificate of Substantial Completions, including a Certificate of Occupancy by the City of Orlando, Florida.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

Add the following sentence to subparagraph 9.3.1

"The form of Application for Payment shall be a notarized AIA Document G702 Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet."

See items "O" and "P" in Section "Contracts" for retainage requirements.

9.8 SUBSTANTIAL COMPLETION

Modify paragraph 9.8.2 to read:

"Westminster Communities to set the time frame within which the Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion to indicate the calendar days from Date of Substantial Completion."

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraph to 10.2.4

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable written advance notice. Receive the Owner's approval prior to using or storing these types of items.

ARTICLE 11 INSURANCE AND BONDS

WESTMINSTER COMMUNITIES REQUIRES THAT ALL CONTRACTORS HAVE A PUBLIC LIABILITY INSURANCE (BLANKET COVERAGE) FOR NOT LESS THAN \$1,000,000.00 FOR THE DURATION OF THE WORK IN ADDITION TO INSURANCE REQUIREMENTS STATED HEREIN.

11.1 Contractor's Liability Insurance

11.1.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add: Including private entities performing Work at the site and exempt from coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project.

- 11.1.1.2 Delete the semicolon at end of Clause 11.1.1.2 and add:

Or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by the Clause.
- 11.1.1.8 The Contractor shall purchase and maintain the following insurance for the life of the Contract:

COMMERCIAL GENERAL LIABILITY

Limits of Liability:

Deductibles

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Contractual Liability	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Medical Payments	\$5,000

Commercial General Liability Form to be used is CG00 01 10 93
Form includes S,C & U and Contractual Liability

COMMERCIAL UMBRELLA LIABILITY

Limits of Liability:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Self-Insured Retention	\$50,000

AUTOMOBILE LIABILITY

Limits of Liability:

Bodily Injury or Property Damage Combined Single Limit	\$1,000,000
Personal Injury Protection (No Fault)	\$10,000
Hired –Non-Owned Liability	\$1,000,000

WORKERS COMPENSATION

Limits of Liability

Workers' Compensation	Statutory
Employer's Liability - Each Accident	\$500,000
Employer's Liability – Policy Limit by Disease	\$500,000
Employer's Liability – Each Employee by Disease	\$500,000

11.1.2 Change the last sentence to read:

Coverage shall be written on an "occurrence" basis and shall be maintained without interruption from date of commencement of the work.

Add the following subparagraphs:

11.1.4 The insurance required by this Paragraph shall be written with a company having at least an "A" policyholder's rating and a minimum Class 15 financial rating as listed in the latest edition of Bests Insurance Guide.

11.1.5 The Contractor shall carry sufficient comprehensive insurance on equipment at the site and in transit to and from the site. It is expressly understood that the Owner and Architect shall have no liability form damage to equipment.

11.1.6 The Contractor shall remain fully liable and responsible for all obligations under the Contract Documents, whether or not the insurance provided by him is approved by the Owner or Architect and whether or not it is sufficient in amount, quality and coverage to protect him against such liability, and shall pay and make good all such obligations to the full extent such insurance does not cover them.

11.1.8 Asbestos Specific Liability Insurance shall provide coverage for all asbestos related operations including, but not limited to Contractual, Products and Completed Operations and Personal Injury.

1. Builder's risk to include Fire, Vandalism, Malicious Mischief and those included in extended coverage – 100% of the value at risk.
2. Workers' Compensation Employer's Liability – Statutory \$200,000.
3. Public Liability, Bodily Injury, Personal Injury and Property Damage:

Per Claimant	\$100,000
Per Incident	\$200,000
Aggregate	\$500,000

The Contractor's Public Liability policy shall include Comprehensive General Liability including S C U Coverage as applicable, Contractual Liability with a statement that it shall include the obligations of Par 3.18

(AIA General Conditions, Latest Edition), products and completed operations with a provision extending this coverage for one past year the Contract completion date of the project and Broad Form Property Damage endorsement. The owners shall be named as an additional insured on the Contractor's policy.

Each of the above state coverage included under Public Liability shall be in an amount not less than limits indicated.

4. The Contractor shall purchase and maintain a separate Owner's and Contractor's Protective liability insurance policy. The Owners shall be named as insured with limits as follows:

Per Claimant	\$100,000
Per Incident	\$200,000
Per Aggregate	\$500,000

5. Auto Liability, Bodily Injury and Property Damage:

Per Claimant	\$250,000
Per Incident	\$500,000

6. The insurance carrier shall provide the Owner with a certificate evidencing that all of the specified insurance is in force. The insurance carrier shall also provide the Owner with a copy of each policy.
7. The insurance carrier shall notify the Owner at least 30 days prior to canceling any of the specified coverage. All insurance carriers shall be licensed to do business in the State of Florida and covered by the State Guaranty Fund. All insurance carriers shall have a resident agent with an office in the State of Florida. The name, address and telephone number of the Resident Agent shall be provided to the Owner.

11.2 Owner's Liability Insurance

11.2.1 Delete the last two sentences of paragraph 11.2.1 and substitute the following: The Contractor shall purchase and maintain insure covering the Owner's contingent liability for claims that may arise from operations under Contract.

11.3.1 Modify the first sentence of Subparagraph 11.3.1 as follows: Delete "Unless otherwise provided, the Owner" and substitute "the Contractor." Add the following sentences: The form of policy for this coverage 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.

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

11.3.4 Delete Subparagraph 11.3.4.

Delete Clause 11.3.1.4 and substitute the following:

"11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

11.3.6 Delete Subparagraph 11.3.6 and substitute the following:

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

11.3.7 Modify Subparagraph 11.3.7 by substituting "Contractor" for "Owner" at the end of the first sentence.

11.3.8 Modify Subparagraph 11.3.8 by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's."

11.3.9 Modify Subparagraph 11.3.9 by substituting "Contractor" for "Owner" each time the latter word appears.

11.3.10 Modify Subparagraph 11.3.10 by substituting "Contractor" for "Owner" each time the latter word appears.

ARTICLE 13; MISCELLANEOUS PROVISIONS

13.6 INTEREST

Delete Paragraph 13.6.1. Progress payments shall not accrue interest.

Add the following Paragraph 13.8 to Article 13:

13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex

or national origin. Such action shall include, but not be limited to, the following: 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.

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

ARTICLE 14; TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1.3 Modify by adding to the end of paragraph 14.1.3 the following: ", only thru the termination date."
- 14.4.3 Modify by deleting the following "...along with reasonable overhead and profit on the work not executed."

END OF SECTION - 00800