

00004 - SUPPLEMENTAL GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SECTION 1A:

- 1A.1 GENERAL CONDITIONS: "General Conditions of the Contract for Construction", 2017 Edition, Articles 1 through 14 inclusive, AIA Document A201, except as amended herein, shall by reference be made a part of these specifications.
- 1A.2 DEFINITIONS: The Owner noted in these documents is the **First United Methodist Church Port St. Joe Rebuild**, Pensacola, Florida. FEMA noted in these documents are the Federal Emergency Management Agency that is funding the major portion of this project.
- 1A.3 SPECIFICATIONS DIVISIONS: The specifications are divided into headings for the convenience of the Contractor. The Contractor shall, however, be held to the furnishing of a complete building according to the meaning and intent of the drawings and specifications whether all of the items involved under any trade are mentioned in one or several headings.
- 1A.4 CONTRACTOR'S INSURANCE: Article 11, "Insurance", of the General Conditions shall be amended and supplemented as follows:
- A. Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, certificates of insurance have been submitted, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The successful Contractor shall be prepared at the time of contract award to provide the Owner with an insurance policy number.
 - B. COMPENSATION INSURANCE: Contractor shall take and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site of the project. In case any work is sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Policy shall be in compliance with State of **Florida** statutes for Worker's Compensation which shall include employer's liability in an amount of not less than \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease - each employee. The coverage described herein shall be considered minimum requirements.
 - C. COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE: Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate. The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor, or by anyone directly, or indirectly employed by either of them. The Contractor shall indemnify and hold harmless the Owner against any and all claims for personal injuries and/or property damage as a result of Contractor's and its Sub-Contractor acts, operations, or omissions and shall carry contractual liability and property damage insurance to cover such indemnification. The limits of contractual coverage shall agree with the limits stated above for Contractor's regular public comprehensive general liability coverage and property damage.
 - D. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall maintain automobile liability insurance against bodily injury and property damage in the amount of \$500,000 per occurrence. The Owner shall be named as an additional insured on the automobile policy.

F. **ADDITIONAL INSURED CLAUSE:** The Owner shall be added as an additional insured on all Contractor's liability policies.

G. **BUILDER'S RISK INSURANCE: To be provided by the Contractor.**

1A.5 **PERFORMANCE BOND AND LABOR MATERIAL PAYMENT BOND:** Paragraph 11.5.1 of the General Conditions is supplemented as follows:

The Owner requires the Contractor to furnish both a performance bond and a labor and material payment bond (two separate bonds) in the amount of not less than 100% of the contract price for each type of bond, covering faithful performance of the contract and the payment of all obligations arising thereunder in such forms as the Owner may prescribe and with such securities as he may approve. The premiums for the required bonds shall be included in contractor's base bid amount.

1A.6 **PERMITS:** Paragraph 3.7 of the AIA Document A101 "General Conditions of the Contract for construction: 2007 Edition". The Contractor shall be responsible to obtain and pay for all required permits from the authority having jurisdiction. The cost of such permits shall be included in the base bid.

1A.7 **LABOR:** All Contractors and subcontractors employed under the work shall and will be required to conform to the Labor Laws of the State of **Florida**.

1A.8 **TEMPORARY LIGHT AND POWER:** **The contractor shall provide temporary power from Florida Power and Light until permanent power is available facilities.**

1A.9 **MATERIALS:** When several materials are specified by name for one use, the Contractor may select for use any of those so specified. Whenever "or approved equal" is indicated, items proposed for use shall be submitted for Architect's approval. Wherever an item or class of material is specified exclusively by trade name or by name of the maker or by catalog reference, only such items shall be used.

1A.10 **SHOP DRAWINGS:** Shop drawings shall be submitted for manufactured or fabricated materials and equipment as called for in the various sections of the specifications, showing dimensions, materials, design data, finishes, quantities, installation methods and other pertinent data. Submit at least five copies of each item soon enough to allow reasonable time for checking by the Architect. **Digital copies may be submitted to the Architect. One hard copy is to be provided at the end of the project for the owner's use.**

1A.11 **CONTRACTOR'S FIELD OFFICES:** Trailers may be used for field offices, but their use as living quarters for personnel shall be limited to one staff member such as a night watchman or superintendent. Contractor shall provide suitable space in his field office, or in a separate unit, for review of the construction drawings by the Owner and Architect.

1A.12 **WATER FOR CONSTRUCTION:** **The owner will allow the contractor to use water from the church's facilities for the construction duration.**

1A.13 **GRADES LINES AND LEVELS:** The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings and shall report any errors or inconsistencies in the above to the Architect before commencing work.

1A.14 **SCHEDULE OF VALUES:** Within ten (10) days after receipt of signed Contract, the Contractor shall submit to the Architect/Engineers and the Owner a correct, complete, itemized Schedule of Values: the different materials or subdivisions of the contracted work, giving

quantities and costs for labor and materials. Each item shall include its due proportion of expense and profit, all arranged in a satisfactory form. Total of all items shall equal the total contract sum.

- 1A.15 PROGRESS CHART OR SCHEDULE: Within 10 days after receipt of signed contract Contractor shall file with the Architect a progress chart showing the order in which the Contractor proposes to begin the various parts of the work and the dates he contemplates completing them. Progress chart shall be updated at request of Architect/Owner and when completion date changes.
- 1A.16 TIME FOR COMPLETION: Time for Substantial Completion of all work included in this contract shall be submitted and included on the Bid Form. It is anticipated that the new work construction will be substantially completed prior to the commencement of work to renovate the existing Great Hall.

The number of days allowed includes an allowance for calendar days missed due to weather.

- 1A.17 LIQUIDATED DAMAGES: Liquidated Damages will be assessed for the failure to complete the project in the time allowed at a rate of \$1,000 per day until the project is substantially complete.

- 1A.18 CHANGES IN WORK (CHANGE ORDERS): Maximum percentages of overhead and profit which may be added by the Contractor to proposed costs of such changes in the work are specifically set forth as follows:

For all work done by the General Contractor: Contractor may add up to **5%** of proposed costs for combined overhead and profit.

For all work done by subcontractors to the General Contractor: subcontractors may add up to **10%** of proposed costs for combined overhead and profit, and the General Contractor may add up to **5%** of the above subcontractor's cost for his overhead and profit or a total of **15%** overhead and profit.

The Contractor shall submit receipts or other evidence showing his costs and his right to the payment claims. Labor costs shall include supervision, estimation, layout, mechanic's and laborer's wages including payroll taxes and assessments and insurance premiums. Material, equipment and equipment rental costs shall be the trade discount costs plus state sales tax where applicable. The Contractor shall utilize the AIA standard Change Order form.

- 1A.19 APPLICATION FOR PAYMENT: Paragraph 9.3 of the "General Conditions" referred to above is supplemented as follows: "Application for payment shall be made monthly. This application shall be submitted as follows: On or about the 25th day of each month 90% of the value, based on the Contract Prices, or labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the last day of that month as estimated by the Architect, less the aggregate of previous payments. Upon substantial completion of the entire work, application for a sum sufficient to increase the total payment of 90% of the Contract Price shall be made." No payment will be made for materials stored off-site, unless material storage can be substantiated with proof of insurance and identified as property of the Contractor or Owner. An amount equal to 10% of all labor and material incorporated in the work shall be retained. Retainage shall not be paid until satisfactory completion of the project. **The retainage for the project may be reduced to 5% at 50% completion, pending the owner's acceptance that the project is progressing in a satisfactory manner.**

Monthly Applications for Payment shall be submitted to the Architect in triplicate by the Contractor utilizing AIA Document G702, 1992 Edition (Application and Certificate for

Payment).

- 1A.20 WARRANTIES AND OPERATING INSTRUCTIONS: Where guarantees are required, secure warranties, countersign and deliver to the Owner prior to request for final payment. Contractor warrants all work performed by him directly and all work performed for him by others. Except where longer periods are specified, all materials, equipment and workmanship incorporated in the work shall be guaranteed for a period of one **(1) year** from date of final acceptance. Any work, material or equipment which during the guarantee period is, in the opinion of the Owner, defective or inferior and not in accordance with the drawings and specifications shall be made good at no additional cost to the Owner, including any other work which may have been damaged because of such deficiencies. The Contractor shall be the contact person and the person responsible for coordinating all warranty work for the Owner.

End of Section 00065.