

SUPPLEMENTARY GENERAL CONDITIONS

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### **General Note:**

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

### **1. Project Schedule**

Time is of the essence for this Work. The following defines the schedule for the project:

#### CONSTRUCTION WORK SCHEDULE CONSTRUCTION / STARTUP / ACCEPTANCE:

<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>
1. Major Milestone – Substantial Completion(1) *50 week lead time chiller (7 day week), 12 weeks install (5 day week)	410 days Calendar Days
2. Major Milestone – Project Closeout(2)	30 days Calendar Days

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

(1) Substantial Completion

1. Refer to General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).
2. Substantial Completion shall also include:
  - Record drawings received and accepted by the PROJECT MANAGER
  - The systems shall be tested and demonstrated for the ENGINEER'S and PROJECT MANAGER'S acceptance. The ENGINEER shall determine testing and demonstration sufficient for acceptance.
  - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the ENGINEER and PROJECT MANAGER.

CONTRACTOR shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

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### (2) Project Closeout

1. Refer to Division 1 General Requirement, Section 01 70 00 Project Closeout.
2. Project Closeout shall also include:
  - All requirements of substantial completion met plus the following
  - Site cleanup and restoration completed
  - All other site Work completed
  - Minor punch list items completed (minor as defined by the ENGINEER in the field)
  - Demobilization completed
  - Releases from all parties who are entitled to claims

### 2. **Insurance Requirements**

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VII, as per A.M. Best Company's Key Rating Guide, latest edition.

Any sub-contractor shall supply such similar insurance required of the Contractor. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

The Contractor shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

#### 1. **Commercial General Liability:**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Personal & Advertising Injury
- d. Damages to rented premises

The minimum limits acceptable shall be:

\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

The City of Hollywood shall be named as Additional Insured.

#### 2. **Automobile Liability Insurance:**

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Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person  
\$1,000,000,000 per Occurrence  
\$ 100,000 property damage

The City of Hollywood shall be named as Additional Insured.

### 3. **Worker's Compensation Insurance:**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

### 4. **Professional Liability Insurance:**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

### 5. **Pollution Liability:**

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

Including non-owned disposal sites.

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6. **Cyber Liability:**

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

7. **Builders Risk**

The contractor shall be required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the City, Builder's Risk Insurance on an All Risk of Loss form. Coverage shall include:

Theft, Aircraft, Windstorm, Vehicles, Hail, Smoke, Explosion, Fire, Riot, Collapse, Civil Commotion, Flood

The policy limits shall be no less than the amount of the finished project and coverage shall be provided on a completed value basis. Property located on the construction premises, which is intended to become a permanent part of the building, shall be included as property covered. The policy shall be endorsed permitting the City to occupy the building prior to completion without affecting the coverage. The City of Hollywood shall be named as Additional Insured and Loss Payee. The Builder's Risk Insurance shall be provided on or before the execution of the Phase II agreement.

1. Deductible not to exceed \$100,000

3. **Liquidated Damages**

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete Work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>	<u>Liquidated Damages</u>
1. Substantial Completion	410	\$500/day
2. Project Closeout	30	\$500/day

The CITY is authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the Work under the Contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be \$600/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times. The Parties recognize and understand that liquidated damages are not a penalty for CONTRACTOR'S failure to comply with Contract deadlines, but rather, is a good faith estimate of the damages that the CITY will incur as a result of such failure.

4. **Restricted Area**

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The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. **Existing Facilities and Structures**

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. **Explosives**

Explosives shall not be used on this project.

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### 7. **Contract Documents**

The CITY will provide the CONTRACTOR with one set of Contract Documents after issuance of the Notice to Proceed.

### 8. **Required Notifications**

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site Work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets or alleyways, or other activity requiring the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY Fire and Police Communications Section at (954) 967-4321. The City Traffic Engineer, Rick Mitinger, must approve the Maintenance of traffic plan for any lane closures a minimum of 30 days prior to the scheduled closure.

### 9. **Notice of Completion**

See attached form.

### 10. **Prevailing Wage Requirement**

A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her subcontractors on the Work covered by the Contract which shall be not less than the prevailing rate of wages and fringe benefits payment or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida, that is in effect prior to the date the CITY issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website <http://www.access.gpo.gov/davisbacon>).

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the Work classification for which no fringe benefit rate has been provided.

B. Upon commencement of Work, the CONTRACTOR and all of his/her subcontractors shall post a notice in a prominent place at the Work site stating the requirements of this Article.

C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over \$1,000,000.00 , and (B) all other projects over \$500,000.00 .

### 11. **Inspections and Testing During Overtime**

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- A. The following supplements Article 3.15 and 3.16 of the General Conditions:

For weekend Work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR desires to Work on a weekend. For evening and holiday Work, CONTRACTOR shall submit a written request to the CITY three days in advance. The CITY will provide inspection services for all overtime Work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

Similarly, holiday and other overtime Work shall be requested a minimum of 36 hours in advance, and CITY will provide inspection for all overtime.

- B. Exceptions to the hours and days of the week for Work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day, and whenever the Documents specifically define that Work shall be completed outside of the limitations for "normal" work hours, days, etc.

Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such Work is remedial in nature as a result of defective Work.

### 12. **Retainage**

CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statutes Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR of the balance of retainage then held by CITY.

### 13. **Owner's Contingency (Not Used)**

### 14. **SRF Funding Requirements (Not Used)**



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**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PROJECT: CITY HALL CHILLER REPLACEMENT  
ENGINEER/CONTRACTOR : THERMO AIR, INC.**

**TO:**

**CONTRACTOR:**

**NOTICE TO PROCEED DATE:**

**DATE OF ISSUANCE:**

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Portions of the Work performed under this Contract as described above have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as also the date of commencement of applicable warranties as required by the Contract Documents for the noted area.

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the ENGINEER and PROJECT MANAGER ("Date of Issuance" above) when construction is sufficiently complete in accordance with the Contract Documents so the CITY can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER and PROJECT MANAGER, for the above referenced "Project or Designated Portion" is attached to this form (attached "Punch List" dated \_\_\_\_\_).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

Please note that in accordance with Article 14 General Conditions, the CONTRACTOR retains full responsibility for the satisfactory completion of all Work regardless of whether the Owner occupies and / or operates a part of the facility, and that the taking possession and use of such Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

Osborne Engineering

\_\_\_\_\_  
ENGINEER BY DATE

\_\_\_\_\_  
CONTRACTOR BY DATE

The CITY OF HOLLYWOOD, through the CITY'S authorized representative, accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
BY DATE

- END OF SECTION -