

SECTION 00800
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. Substantial Completion	365
2. Project Closeout	425

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. Completion time refers to the number of calendar days after the date of the Notice to Proceed.

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:
 - Completion of all punch list items. "Completion of punch list items" shall be as determined by the Engineer in the field.
 - The complete piping and pumping system shall be tested and demonstrated for the Engineer's acceptance. Please refer to the Specification Division 11 Equipment for the testing requirements. The Engineer shall determine testing and demonstration sufficient for acceptance.
 - Record shop drawings and O&M submittals received and accepted by the Engineer.
 - Record drawing red-lines received and accepted by the Engineer.
 - Delivery and acceptance by the Engineer of all spare parts and special tools.
 - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the Engineer.

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

Project Closeout

1. Refer to Division 1 General Requirements, Section 01700 Project Closeout.
2. Project Closeout shall also include:
 - All requirements of substantial completion met plus the following
 - Site cleanup and restoration 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

The title "Engineer" utilized in these descriptions for substantial and final completion shall mean the City staff engineer assigned to this project, or his designated representative.

2. Insurance Requirements

The insurance required by Article 5.6 of the General Conditions shall be as follows:

A. GENERAL LIABILITY (GL3)

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:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

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

\$1,000,000 per Person
\$1,000,000 per Occurrence
\$100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective

date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood and Craven Thompson & Associates (CTA) shall be named as Additional Insured on all policies issued to satisfy the above requirements.

B. VEHICLE LIABILITY (VL2):

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:

\$500,000 Combined Single Limit (CSL)

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

\$100,000 per Person
\$500,000 per Occurrence
\$50,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. WORKERS' COMPENSATION (WC3):

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:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

The policy(s) must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

If applicable, any sub-contractor(s) used by the Contractor shall supply such similar insurance required of the Contractor. Such certificates shall name the City as additional insured.

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	365	\$1000/day/ generator
2. Project Closeout	425	\$1000/day/ generator

The CITY is hereby authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the work under this contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be **\$2000/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. Completion time refers to the number of calendar days after the date of the Notice to Proceed.

4. Restricted Area

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.

7. Contract Documents

The CITY will provide the CONTRACTOR with one (1) set of executed Contract Documents after 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 which requires the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY of Hollywood Fire and Police Communications Section at (954) 967-4321.

9. Notice of Completion

See attached form.

10. Prevailing Wage Requirement (Not Used)

11. Inspections and Testing During Overtime

A. The following supplement **Article 2.15 and 2.16** 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 wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY three (3) days in

advance. The CITY will provide inspection services for all overtime work and the CONTRACTOR shall pay for inspection services per **Article 2.15**, 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

After Substantial Completion of the construction services purchased pursuant to this contract, CONTRACTOR may present to CITY a payment request for one-half of the retainage then held by CITY. 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 Statute 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 the balance of retainage then held by CITY.

13. Purchase Order Terms and Conditions

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

A. MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

B. ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

C. EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

D. DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

E. TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F. F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted

G. TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

H. INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

I. TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

- J. **RESPONSIBILITY**
Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.
- K. **ACCEPTANCE**
Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.
- L. **DELIVERIES**
Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.
- M. **INSPECTION**
All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.
- N. **QUANTITIES**
Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.
- O. **PAYMENT CHANGES**
Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
- P. **ANTI-DISCRIMINATION**
Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.
- Q. **UNIFORM COMMERCIAL CODE**
Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.
- R. **LEGAL RESPONSIBILITY**
By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.
- S. **LIABILITY - COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

T. INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

U. OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

V. REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

W. PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

X. INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: LIFT STATION W-15, W-14, E-06, E-03, E-01 & SW-08 BACKUP
ELECTRIC POWER GENERATOR

ENGINEER: Engineering and Construction Services Division

TO: **CONTRACTOR:**

CONTRACT FOR:

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 _____ which is also the date of commencement of applicable warranties 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 ("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, 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.

CERTIFICATE OF SUBSTANTIAL COMPLETION

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.

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 -