

**J. SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION**

Project Name: _____

Project No. _____

University of South Florida St. Petersburg, St. Petersburg Campus
St. Petersburg, FL

Revise the portion of sub-paragraph 2.3.1 as follows:

- 2.3.1 Delete the portion of the sub-paragraph that reads "or the Contractor or a Subcontractor has made false representation concerning the Minority Business Enterprise requirements." The remainder of the sub-paragraph does not change.

Add paragraph 2.5 and all sub-paragraphs contained within to read as follows"

2.5 OWNER'S PROJECT REPRESENTATIVES

- 2.5.1 The Owner shall provide a Project Manager to represent the Owner in administration and management of the Contract on the Owner's behalf.
- 2.5.2 The Owner shall provide a construction coordinator inspector to represent the Owner in the Construction of the project on the Owner's behalf.
- 2.5.3 The Owner's Project Manager and/or Construction Coordinator/Inspector are not the Owner's Authorized Designee.

Add sub-paragraph 3.3.6 to read as follows:

- 3.3.6 The Contractor shall be responsible to coordinate the work with the A/E and the Owner's Representatives to assure performance of the work in a manner that is safe, and protects the health and well being of the University occupants, without unacceptable interruptions or impacts on the University. The Contractor shall obtain prior approval and provide advance notification to the University for coordination and approval prior to implementing work that would impact the University including delivery of materials, staging, power or telecommunications interruptions, etc.

Add Sub-paragraph 3.5.2 to read as follows"

- 3.5.2 As required in Sub-paragraph 12.2.2 – The Contractor shall warrant all materials and equipment in accordance with the conditions of the contract. The Contractor shall correct all work found to be defective, or not in accordance with the requirements of the contract documents, for a period of one year from the date of Substantial Completion, or for such longer periods of time for specific warranties required by the contract documents and for the list of items to be completed or corrected at Substantial Completion, unless otherwise agreed to in writing, at no additional cost to the Owner. The Contractor shall conduct, jointly with the Architect and Owner, a warranty inspection forty-five (45) days prior to the end of the warranty periods to address completion of warranty obligations. The Owner shall provide notice to the Contractor of work that requires correction during the warranty periods.

Add Sub-paragraph 3.5.3 as follows:

- 3.5.3 The Contractor shall be responsible to assure that Asbestos Containing Materials (ACM) are not incorporated in the scope of work for the project. The Contractor shall provide Material Safety Data Sheets for all products and materials for the project and shall certify that Asbestos Containing Materials have not been incorporated in the scope of work.

Add Sub-paragraph 3.6.2 to read as follows:

- 3.6.2 The Owner reserves the right to require the Contractor to develop, manage and administer a sales tax exempt purchasing program by Change Order to this contract if it is determined to be in the best interest of the University, in accordance with the requirements of the Department of Revenue and in adherence with Attachment Sales Tax Exempt Purchasing Procedures, Fixed Capital Improvement Projects, University of South Florida St. Petersburg. If Implemented, The Contractor shall name the Owner as an additional insured on the Contractor's Builder's Risk Insurance to continue to cover the direct purchase materials and the Owner shall pay for the cost of such insurance.

Revise paragraph 3.9, Superintendent, Revise sub-paragraph 3.9.1 contained within, and add sub-paragraph 3.9.2 as follows:

3.9 PROJECT STAFF

- 3.9.1 The Contractor shall employ a competent Field Staff including a Project Manager, a Superintendent, a Secretary/Assistant, and if necessary due to the needs of the Project, additional assistants, all to be acceptable to the Owner, who shall be in attendance at the Project site during performance of the Work. The Contractor shall provide required resources at the Project site to assist the Field Staff to meet the requirements of the Contract Documents. The Field Staff shall represent the Contractor, and communications given to the Field Staff shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Field Staff qualifications shall meet or exceed the experience, expertise and ability required for this project.
- 3.9.2 The Contractor shall employ Home or Branch office employees and provide required resources to support the project and the Field Staff to meet the requirements or the Contract Documents.

Add the following to sub-paragraph 3.10.4 to read as follows:

- 3.10.4 Add the sentence "The Construction schedule shall be a critical path schedule that identifies, in detail, the start dates, end dates and critical dates of each subcontract activity and work requirement within the overall project development. The Construction schedule shall include milestone dates, dates to coordinate utility, road, etc. work that impacts the Owner for interruptions, shutdowns, etc. and benchmark dates to assure that the work is being performed to meet Contract Document requirements.

Add sub-paragraph 3.11.2 to read as follows:

- 3.11.2 The Contractor shall provide a record copy of the drawings that reflect as-built conditions for the Project for use in developing record drawings to facilitate the University's Space Management Program, in addition to use for maintenance and future renovation work. The Owner may withhold payments due and/or reject payment requests for failure of the Contractor to submit a record copy of the drawings.

Add sub-paragraph 3.15.3 to read as follows:

- 3.15.3 Removal and disposal of all debris, waste materials, or rubbish due to demolition and construction, including clean up and trash removal is required to comply with all applicable ordinances, in the County where the construction site is located, that effect the disposal of solid wastes in the County including use of County franchise collection companies.

Revise sub-paragraph 5.2.2 to read as follows:

- 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made a reasonable objection. The Contractor shall not contract with any subcontractor which does not hold the proper contractor's license as required by the State of Florida. Inclusion of the Subcontractor's name in the list provided in accordance with Subparagraph 5.2.1 shall constitute a certification by the Contractor that the Subcontractor is properly licensed. Thereafter, by signing the monthly University of South Florida St. Petersburg's Certificate of Partial Payment, the Contractor will certify that all Subcontractors providing services for the Work are properly licensed. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

Revise the portion of sub-paragraph 7.2.3 as follows:

- 7.2.3 Change the term "Board of Regents" to "University of South Florida St. Petersburg". The remainder of the sub-paragraph does not change.

Revise sub-paragraph 7.3.12 to read as follows:

- 7.3.12 The percentage fee for overhead and profit combined, to be added to the cost of the change in determining the total cost to the Owner, shall be negotiated based upon the following schedule:
1. For any work performed by the Contractor's own forces, a maximum of 15% of the cost of the change;
 2. For any work performed by a Subcontractor or forces under the Subcontractor including any Sub-subcontractors or other persons not in the direct employ of the Subcontractor, a maximum total of 22½% of the cost of the change, with a maximum of 15% to be assigned to the Subcontractor and any forces under him and a maximum of 7½% to be assigned to the Contractor.

Revise the portion of sub-paragraph 9.3.1 as follows:

- 9.3.1 Change the term "Board of Regents" to "University of South Florida St. Petersburg". The remainder of the sub-paragraph does not change.

Add the following to clause 9.3.1.1 to as follows:

- 9.3.1.1 Add the sentence "Withholding of the retainage shall be subject to the provisions of the Owner Contractor Agreement, paragraph 6.3 Payments Withheld, clause 6.3.1.2."

Revise sub-paragraph 9.6.2 to read as follows:

- 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. When the Contractor receives payment from the Owner for labor, services or materials furnished by subcontractors and suppliers hired by the Contractor for the project, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within ten (10) days after the Contractor's receipt of payment from the Owner. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien and all appropriate warranties and closeout documentation. When the subcontractor receives payment from the Contractor for labor, services or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within ten (10) days after the subcontractor's receipt of payment.

Revise the portion of sub-paragraph 9.10.2 as follows:

- 9.10.2 Delete the portion of the sub-paragraph that reads "evidence that the required percentage of the contract sum has been expended with MBE's identified in the approved plan.". The remainder of the sub-paragraph does not change.

Add Clauses 10.1.2.1, 10.1.2.2, and 10.1.2.3 read as follows:

- 10.1.2.1 The Contractor shall be responsible to insure that Asbestos Containing Materials (ACM) are not incorporated in the scope of work for the project. The Contractor shall provide Material Safety Data Sheets for all products and materials for the project and shall certify that Asbestos Containing Materials have not been incorporated in the scope of work.
- 10.1.2.2 The Contractor shall be responsible for notification of the proper agencies, and for the cost of the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as substitutions per paragraph 3.19 in connection with the Work. Hazardous material, described by Federal guidelines brought by the Contractor or the Subcontractors shall remain their responsibility for proper disposal. Any hazardous material on the site prior to proceeding with the work and not specifically shown on the documents shall be considered a concealed condition.
- 10.1.2.3 Any hazardous material removal including asbestos abatement Work required in connection with the Work shall only be performed by an approved Contractor for asbestos, etc., which has been pre-qualified by the Owner.

Revise sub-paragraph 11.1.2 to read as follows:

- 11.1.2 The insurance required by subparagraph 11.1.1 shall be written for not less than limits of \$500,000 per person, \$1,000,000 per occurrence or a minimum of \$1,000,000 combined single limit. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18 and coverage for the "XCU" exposure. The University of South Florida St. Petersburg, Board of Trustees shall be named as an additional insured and a waiver of subrogation in favor of the Owner shall be included in all liability policies.

Revise Clause 11.1.2.2 to read as follows:

- 11.1.2.2 Automobile Liability: The Contractor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amounts of \$500,000 per person, \$1,000,000 per occurrence and property damage in at least the amount of \$500,000; or combined single limit of \$1,000,000 for bodily injury and property damage. The University of South Florida St. Petersburg, Board of Trustees shall be named as an additional insured and a waiver of subrogation in favor of the Owner shall be included in all liability policies.

Revise Paragraph 11.3, Property Insurance, and all sub paragraphs and clauses contained within to read as follows:

- 11.3 PROPERTY INSURANCE
- 11.3.1 The Contractor shall purchase and maintain, with an admitted carrier in the State of Florida, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis, including, where applicable, the existing structure. Coverage for existing structures shall include all perils described in Clause 11.3.1.1 below. Such property insurance (builder's risk) shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the

Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

- 11.3.1.1 Property insurance shall be written on a Builder's Risk form or its equivalent and shall include coverage on a replacement value basis. Property covered by this insurance shall include property of the Owner, Contractor, Subcontractors and Sub-subcontractors, consisting of materials, supplies, machinery, equipment and fixtures which will become a permanent part of the Work at the project site. Property covered by this insurance shall also include temporary building(s) or structure(s) at the site other than office trailer(s). The perils insured under this insurance shall be at least equivalent to the insured perils of the Causes of Loss – Special form as published by the Insurance Services Office, Inc. including reasonable compensation for Architect/Engineer's services and expenses required as a result of such insured loss.
- 11.3.1.2 Any special insurance requirements will be addressed in the Special Conditions or in Supplementary General Conditions.
- 11.3.1.3 If the property insurance provides deductibles, the Contractor shall pay costs not covered because of such deductibles, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the Owner and the Contractor.
- 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.
- 11.3.2 Boiler and Machinery Insurance. When the Work includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes or lines, then this insurance shall include coverage at least equivalent to the Boiler and Machinery Coverage Form as published by the Insurance Services Office, Inc. This insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insured's.
- 11.3.3 Prior to commencement of the Work, the Contractor shall provide the Owner with a Certificate of Insurance which evidences the property insurance (builder's risk) provided by the Contractor. This Certificate of Insurance shall include an Additional Named Insured Provision and a Waiver of Subrogation Provision in favor of the Owner to protect the interests of the Owner. Upon receipt of the policy, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage's required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this 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 Owner.
- 11.3.4 A loss or losses insured under this insurance shall be adjusted by the Contractor and its insurance company. The Contractor shall repair or replace the damaged property with the proceeds from the builder's risk policy. The Contractor shall be responsible for all damages and necessary repairs whether or not the loss is covered by the builder's risk policy.
- 11.3.5 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.