



ADDENDUM NO. 1

DATE: January 26, 2021
PROJECT NAME: Immokalee Fire Control District – Station #30
GMA PROJECT NO. 20010
TO: All Bidders

I. INSTRUCTIONS

1. The following items take precedence over referenced portions of Contract Documents dated, December 14, 2020
2. Where any item called for in the Documents is supplemented hereby, the original requirements shall remain in full effect. All supplemental conditions shall be considered as added thereto.
3. Where any original items are amended, voided, or suspended hereby, the provisions of such items not specifically amended, voided or superseded shall remain in effect.

II. SPECIFICATIONS

1. Section 00 72 00, General Conditions; ADD entire Section (Attached).
2. Section 00 73 00, Supplementary General Conditions; ADD entire section (Attached).

END of ADDENDUM NO.1

GENERAL CONDITIONS

The General Conditions of this Contract are as set forth in the American Institute of Architect's Document A201–2017, “General Conditions of the Contract for Construction”, 15 Articles, 38 Pages, hereinafter referred to as the AIA General Conditions, which document is hereby specifically made a part of the Contract Documents with the same force and effect as though set forth in full. Copies of the General Conditions are available for inspection at the office of the Architect.

SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2017. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

In the event of any conflict between these "Supplementary General Conditions" and said "General Conditions", the more stringent requirements shall govern as determined by the Architect.

ARTICLE 1 - GENERAL PROVISIONS

1.2 Correlation and Intent of the Contract Documents

Add the following subparagraphs 1.2.4, through 1.2.13 to 1.2:

1.2.4 Specifications are the abbreviated type and include incomplete sentences. Omissions of words or phrases such as "Contractor shall", "shall be", "all", "as manufactured", "as produced", etc., are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on drawings.

1.2.5 Words in the singular shall include the plural whenever applicable, or the context so indicates.

1.2.6 Where "as indicated", "as shown", "as detailed" or words of similar import are used, reference is made to the drawings. Where "as selected", "as directed", "as approved", or words of similar import are used, the selection, direction or approval by the Owner is intended.

1.2.7 The use of the following abbreviations are hereby defined:

AIA.....American Institute of Architects
ACI.....American Concrete Institute
AIEE.....American Institute of Electrical Engineers
AISC.....American Institute of Steel Construction
ASA.....American Standards Association
ASME.....American Society of Mechanical Engineers
ASTM.....American Society of Testing Materials
AWSC.....American Welding Society Code
FBC.....Florida Building Code
Fed Spec..Federal Specification
NBFU.....National Board of Fire Underwriters
NBS.....National Bureau of Standards
NEC.....National Electrical Code
NFPA.....National Fire Protection Code
ULI.....Underwriter's Laboratories, Inc.

1.2.8 All standard specifications, rules, codes, instructions, recommendations, etc., referred to in the Specifications shall be the latest editions unless the specific edition is specified. If standard specifications are revised prior to completion of any part of the work to which such revision would pertain, the Contractor may, if approved by the Owner, perform such work in accordance with the revised specifications. Standard

specifications, except as modified in the project specifications, shall have full force and effect as though included in the project specifications.

1.2.9 The Architect does not assume any responsibility, either direct or implied, for omissions or duplications by the Contractor or Subcontractors due to real or alleged error in the arrangement of matter in the Contract Documents.

1.2.10 Contractor shall check computed dimensions and follow same in preference to scaled dimensions. Computed dimensions shall have precedence over scale dimensions and large scale drawings over small drawings. Architectural and Structural drawings shall take precedence over Mechanical drawings for dimensions. All discrepancies shall be reported in writing to the Architect.

1.2.11 For the purposes of all Contract Documents the word "PROVIDE" shall mean that the Contractor shall install, furnish, and connect up complete in operative condition and use, all materials, equipment, apparatus, and required appurtenances of the particular item to which it has reference.

1.2.12 Any work included by reference made in any Section to another Section of the Specification shall be included as work under the Contract whether or not it is called for under the Section referred to. Failure of cross-referencing any item in applicable Sections shall not relieve the Contractor from obligation to furnish and install such items of work.

1.2.13 In the event of any inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order, (A) the Agreement, (B) the General and Supplementary Conditions, (C) the other provisions of this Contract whether incorporated by reference or otherwise, (D) the Project Manual and Drawings, (E) Shop Drawings and other submittals. Notwithstanding the above, the Contractor shall nevertheless report discovered errors, inconsistencies or ambiguities in the Contract Documents to the Architect.

ARTICLE 2 - OWNER

2.3 Information and Services Required of the Owner

2.2.4 Add the following sentence to Subparagraph 2.2.4:

The survey shall establish a permanent benchmark.

Add the following sub-article in its entirety:

2.6 Owner's Coordinator

2.5.1 The Owner shall designate a Project Coordinator who shall enjoy the same rights and privileges as the Architect. The Project Coordinator shall alert the Architect and the Contractor of any issues, discrepancies, changes, etc. that may be observed or initiated by the Owner and shall act with the Architect in the execution of the Architect and the Owner's duties as herein described.

ARTICLE 3 - CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by the Contractor

Add the following Subparagraphs 3.2.5 through 3.2.11 to 3.2:

3.2.5 Figures on drawings take precedence over measurements by scale. Scaling is done at the Contractor's own risk. Figures and notations on large scale drawings shall take precedence over small scale drawings. Material, sizes, notations and descriptions in specifications take precedence over drawings. Working drawings take precedence over shop drawings/submittals. Should mistakes arise in consequence of neglect on the part of the Contractor to notify the Owner, the Contractor must correct them at his own expense.

3.2.6 Before ordering any material or doing any work, Contractor shall verify all measurements at project site for his particular work and shall be responsible for correctness of same. No extra charge or compensation will be allowed the Contractor on account of differences between actual dimensions and measurements shown on the drawings. Noticeable discrepancy in this respect shall be reported to the Architect immediately for his consideration and decision. Component parts of the work shall be carefully checked and laid out in order that structure as a whole shall conform to intent of drawings and specifications.

3.2.7 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the Contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

3.2.8 Each request for information shall be submitted to the Architect, in writing, on such form and with such accompanying information as the Architect may require for such purpose. Each request for information shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

3.2.9 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

3.2.10 The Contractor shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall also contain the Drawing reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom was the request made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the resolution of requests for information shall be made part of the minutes of such meetings.

3.2.11 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

3.3 Supervision and Construction Procedures

Add the following subparagraphs 3.3.4 and 3.3.5 to 3.3

3.3.4 The Contractor shall prepare and submit to the Architect, but only for the Architect's information, Coordination Drawings for the structural, mechanical, electrical, plumbing, fire protection, lighting and other portions of the Work as may be applicable and appropriate, to facilitate the proper integration, coordination and timely construction of all portions of the Work. Coordination Drawings shall be submitted prior to performance of the Work represented thereon, and shall clearly indicate in detail the systems, materials and components of the Work required by the Contract Documents.

3.3.5 The Contractor shall verify all grades, lines, levels, and dimensions on the drawings and shall report all inconsistencies to the Architect in writing before commencing work. The Contractor shall establish and maintain all other grades, lines levels and temporary benchmarks.

3.3.5.1 The Contractor shall be responsible for laying out scheduling and coordinating all portions of the work, and all other subcontractors shall cooperate fully with him and notify him promptly of their layout and scheduling needs.

3.4 Labor and Materials

Add the following Subparagraphs 3.4.4 through 3.4.12 to 3.4:

3.4.4 Several Contractors: In the event that there are several subcontractors for the project, each Contractor shall comply with all requirements for the Contractor as specified in the General Conditions and Supplementary Conditions, unless it is specified for specific Contractor(s) only.

3.4.5 Substitutions: Throughout the Specifications, trade names, manufacturers, brands, model numbers, etc., are used to establish minimum standards of design, function, type, strength, durability, construction, performance, finish, appearance and similar characteristics considered requisite for the project. Wherever such proprietary references are made, the term "or approved equivalent" shall be implied.

3.4.5.1 It is the intent to encourage and permit competition among contractors, suppliers and manufacturers whose products meet the minimum standards of those specified. Substitutions for the specified products will be accepted providing the standards of the drawings and specifications are maintained, and provided the prior approval of the Architect is obtained.

3.4.5.2 Requests for approval of substitutions must be made in writing and must be received at least eight (8) working days prior to the date set for receipt of bids. The Architect will issue a written Addendum listing the products approved not later than three (3) days prior to the bid date. The Contractor shall not furnish any substitute material, product or equipment not so approved by Addendum.

3.4.5.3 The Contractor shall be responsible for coordinating any modifications in his work, or the work of other Contractors, whether requested by the Architect or otherwise, necessitated by the use of any accepted substitution, and the cost of such modifications shall be borne by the Contractor making the substitution and the Work shall be complete in all aspects.

3.4.5.4 Within seven (7) days after the notice to proceed, each contractor shall submit 5 copies of a complete list of all materials, products and equipment, including name of suppliers proposed to be used in construction to the Owner for approval.

3.4.5.5 The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required, whether by the Architect or otherwise, for the Work to be complete in all aspects.

3.4.6 Materials: All materials shall be new and unused. All materials in containers, cases, etc., shall be delivered in the manufacturer's original packing, unopened and with seal unbroken and labels intact. It is the intention of the Architect that no known hazardous materials or products containing hazardous materials be used or installed in this project. Should the Contractor or any of his subcontractors, suppliers, or manufacturers be aware or become aware of the existence of any hazardous materials included by these specifications, they shall alert the Owner and the Architect immediately and in writing.

3.4.6.1 For all materials manufactured or finished in more than one color, pattern or finish as standard procedure by the manufacturer and are so advertised, actual samples or color chips shall be submitted for color, pattern or finish selection. If one particular color pattern or finish is specified, it should be submitted for verification. All colors, patterns and finishes shall be selected by the Owner unless specified otherwise. All colors, patterns and finishes shall be from manufacturer's standard selection unless specified otherwise.

3.4.6.2 All materials of one color, pattern or finish for the project shall be from the same factory batch or color run. Unmatched materials will be rejected and shall be removed and replaced at no expense to the Owner.

3.4.7 Installation: All materials shall be installed, applied, secured, protected and cleaned in strict accordance with manufacturer's written specifications or recommendations unless specified otherwise.

3.4.7.1 All materials shall be installed, applied and secured by skilled mechanics in accordance with the best modern practice and methods.

3.4.8 Not later than 30 days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) and, where applicable, the name of the installing Subcontractor.

3.4.9 The Owner will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Owner may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

3.4.10 If the Contractor proposed to use a material, system, or article which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing, on such form as the Architect may require for such purpose, of the nature of such deviations at the time the material, system, or article is submitted for approval or consideration, and shall request written approval of the deviation from the requirements of the Contract Documents. By submitting such material or article for approval, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute material or article and determined that it is equal to 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 provide for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except for the Architect's evaluation, redesign and other costs, if any, and waives all claims for additional costs related to the substitution which may subsequently become apparent;

- .4 confirms that the Contractor will prepare and submit with respect to such substituted material or article all Shop Drawings other submittals required in connection with the substituted material or article; and
- .5 will coordinate the installation of the accepted substitute, making such changes as may be required, whether required by the Architect or otherwise, for the Work to be complete in all respects.

3.4.11 In requesting approval of deviations or substitutions, the Contractor shall provide, upon the Architect's request, evidence leading to a reasonable certainty on the part of the Architect that the proposed substitution or deviation will provide a quality of result and performance at least equal to that otherwise attainable. If, in the sole good faith opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

3.4.12 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for evaluation deviations and substitutions proposed by the Contractor, for making revisions to the Contract Documents on account thereof, and for responding to requests for information and providing other services on account of such proposed deviations or substitutions, all regardless of whether such proposed deviations or substitutions are approved or rejected by the Architect.

3.5 Warranty

3.5.1 Add the following sentence to 3.5.1:

The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. The minimum warranty period shall be one (1) year from date of substantial completion or longer for specific systems, assemblies or components as called for in this project manual.

3.6 Taxes

Add the following Subparagraph 3.6.1 to 3.6:

3.6.1 Except as otherwise provided in this Agreement, all federal, state and local taxes shall be included in the Contract Price.

3.7 Permits, Fees, Notices and Compliance with Laws

Add the following clauses 3.7.1.1 through 3.7.1.4 to 3.7.1:

3.7.1.1 It is the Contractor's responsibility to determine, secure, and pay for all required permits and fees unless otherwise indicated.

3.7.1.2 The Owner shall pay directly to the appropriate agency any necessary impact fees.

3.7.1.3 The Owner shall arrange and pay for all utility hook-up or connecting charges, if any. Contractor shall be responsible for all physical work involved in the above connections.

3.7.1.4 The Contractor shall secure the certificate of occupancy required by authorities having jurisdiction over the Work, including certification of the Department of Health. The Contractor shall deliver same to the Owner.

Add the following subparagraph 3.7.6 to 3.7:

3.7.6 The Contractor shall comply with the respective requirements of the latest edition of each of the following documents, which are set forth by way of inclusion but not limitation:

- Rules of the National Board of Fire Underwriters.
- Standard Specification of the American Society of Testing Materials.
- Rules of the local utility company supplying service.
- American Society of Heating, Refrigerating and Air Conditioning Engineers Guide.
- National Electric Code.
- Standard Specification of American Society of Mechanical Engineers.
- Occupational Safety and Health Act.
- Florida Plumbing Code.
- Florida Mechanical Code.
- Florida Fire Protection Code.
- Florida Building Code.

3.9 Change the title of Paragraph 3.9 to read as follows:

3.9 Superintendence

3.9.1 Change the first sentence of Subparagraph 3.9.1 so that Subparagraph 3.9.1 reads as follows:

3.9.1 The Contractor shall adequately staff the Project site to properly and thoroughly engineer, plan, schedule, coordinate, direct, administer, and supervise all construction activities. To this end, the Contractor shall employ competent and appropriately qualified and experienced personnel, consisting of a superintendent, necessary assistants, and, if required by the Contract Documents, a registered professional engineer or registered land surveyor, each of whom shall be reasonably acceptable to the Owner and who shall not be replaced without the Owner's prior written approval. At a minimum, the superintendent shall be in attendance at the Project site full time during progress of the Work and at any time in which any construction activity is, or is scheduled, to take place, and until the date of final completion. The superintendent's assistants shall be in attendance at all times necessary to assure the Contractor's compliance with the obligations of this Subparagraph. The Contractor, or if required by the Contract Documents, a registered professional engineer or registered land surveyor retained by the Contractor, shall establish all exterior and building grades, lines, levels, column, wall and partition lines, and required elevations, and shall certify to the actual location, of all buildings, structures, roads, utilities, site grading and associated Work to be constructed on the site. Prior to commencement of construction, the Contractor shall submit for the Owner's and Architect's review, and for the Owner's approval, a plan for staffing the Project site consistent with the requirements of this Subparagraph. The superintendent shall represent the Contractor, and communications given to the superintendent 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.

3.10 Contractor's Construction and Submittal Schedule

Add the following clauses 3.10.1.1 through 3.10.1.3. to 3.10.1:

3.10.1.1 Each Subcontractor shall be responsible for scheduling and coordinating his work and the work of his Subcontractors. However, the General Contractor shall be the prime coordinator, responsible for coordinating all portions of the work by each subcontractor. Each Contractor shall submit an estimated progress schedule for his work in bar graph form to the General Contractor for review. The General

Contractor shall prepare and submit an estimated progress schedule in bar graph form for work related to the entire project. The progress schedule shall combine and include all information shown and indicated on each Contractor's progress schedule and shall identify the work of each Contractor.

3.10.1.2 All Subcontractors shall have a right to receive and shall obtain copies of the general construction schedule and amendments thereto and shall then schedule their operations as work progresses to coordinate with the progress of other Contractors and Subcontractors.

3.10.1.3 All Contractors shall strictly adhere to the progress schedule and shall not erect any portions of work where it is necessary that the work of other Contractors and Subcontractors shall be erected first or carried forward simultaneously without first having given the other Contractors or Superintendents a reasonable notice of their intentions. Should the other Contractors, after such reasonable notices, fail to have their work in readiness, the Architect shall be consulted and his directions followed.

3.10.2 Change Subparagraph 3.10.2 to read as follows:

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, schedules of submittals, including Shop Drawings, Product Data, Samples and similar submittals, which are coordinated with the Contractor's construction schedule and which allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review.

3.10.4 Add new Subparagraph 3.10.4 to read as follows:

3.10.4 The Contractor shall submit for the Architect's information a schedule of Coordination Drawings to be prepared in accordance with Subparagraph 3.3.1 and coordinated with the Contractor's construction schedule referred to in Subparagraph 3.10.1. The Architect shall not be required to take responsive action with respect to Coordination Drawings.

3.11 Documents and Samples at the Site

Add the following subparagraph 3.11.1 to 3.11

3.11.1 Wherever manufacturer's printed specifications or instructions are by reference made a part of this specification, the Contractor shall furnish copies of such specifications or instructions to the Architect.

3.12 Shop Drawings, Product Data And Samples

3.12.1 Add the following sentence to 3.12.1:

Contractor shall obtain all shop drawings from its subcontractors and material suppliers for submittal, and shall distribute copies to such subcontractors and material suppliers after review.

3.12.5 Change the first sentence of Subparagraph 3.12.5 so that Subparagraph 3.12.5 reads as follows:

3.12.5 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in accordance with submittal schedules prepared by the Contractor and approved by the Architect pursuant to Subparagraph 3.10.2. Submittals which are not marked as reviewed for compliance with the contract documents and approved by the Contractor may be returned by the Architect without action.

Add the following subparagraphs 3.12.11 through 3.12.14 to 3.12:

3.12.11 The Architect will check the shop drawing and make necessary notations and corrections on Submittal/Shop Drawing Form or directly on the prints. After completion of checking, the Architect will return the documents to the Contractor. Vendors and subcontractors shall supply to the Contractor for distribution, approved copies and prints as required for actual construction. Owner will retain two (2) copies of catalog cuts and brochures and return balance to the Contractor.

3.12.12 Submittal of shop drawings, catalog cuts and brochures, wiring diagrams, etc., is required where specified and for all items and systems listed in any preliminary material list.

3.12.13 Wiring diagrams shall be complete composite drawings specially prepared for this project, and shall show color coding, terminal markings and locations. Manufacturer's typical wiring diagrams will not be accepted unless specified otherwise in the Specifications.

3.12.14 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for reviewing re-submitted Shop Drawings, Product Data, Samples, and similar submittals for which the Architect is expected to take responsive action, and for reviewing Shop Drawings, Product Data, Samples and similar submittals not submitted in accordance with an approved submittal schedule.

3.13 Use of Site

Add the following subparagraphs 3.13.1 through 3.13.4 to 3.13:

3.13.1 The site will be available to the Contractor upon receipt of the Owner's written notice to proceed. The care, custody and control of the site within construction limits is vested in the Contractor during the term of operations under the Contract.

3.13.2 The Contractor shall plan and schedule his work so that the operations of adjoining property owners, if any, can continue normally and with a minimum of interruption. The Contractor shall coordinate his activities and construction operations with the Architect.

3.13.3 If during the progress of the work water enters the trenches or bottom of the excavation by reason of rain or any other cause, such water shall be pumped or bailed out by the Contractor and the excavation shall be kept free from water without expense to Owner until completion of work.

3.13.4 The Contractor shall conduct operations so that excavated material and material used for fill shall not be subject to erosion. The Contractor shall be responsible for any damage to adjacent properties because of erosion, or diversion of surface water drainage, or because of inadequate or improper construction means, methods or procedures or failure to provide proper construction means, methods or procedures.

3.15 Cleaning Up

Delete subparagraphs 3.15.1 and 3.15.2 and substitute the following:

3.15.1 Each Contractor, Subcontractor and trade at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operation by moving all such items to a central collection area. The General Contractor will make provisions to remove all waste from site at frequent intervals to prevent hazards or unsightly conditions and shall include the Cost of such Work in his Bid.

3.15.2 In case a Contractor, Subcontractor or trade fails or refuses to clean and remove such scrap and waste, the General Contractor may clean and remove and charge the cost thereof to the responsible party. Such work may, at the option of the General Contractor, be done on extra hours at overtime rates.

3.15.3 Each Contractor, Subcontractor and trade shall remove all broken or scratched glass, paint droppings, spots, stains, and dirt, from finished surfaces and shall clean all plumbing fixtures, hardware, floors, and equipment. Each Contractor, Subcontractor and trade shall keep the interior of the building free of stored or unattended combustible material.

3.15.4 After completion of their work and just prior to final inspection and occupancy, each Contractor, Subcontractor or trade shall remove supplies, tools and equipment from site and the General Contractor shall clean the building exterior and site, and broom clean the interior of building.

3.15.5 If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in paragraph 2.4.

3.18 Indemnification

Add the following Subparagraph 3.18.3 to 3.18:

3.18.3 The Contractor shall also indemnify and hold harmless the Structural, Mechanical, Electrical, and Civil Engineers and their Agents and employees according to the terms and limitations of this Article.

Add the following Paragraph 3.19 to Article 3.

3.19 Acceleration of Work and Overtime

3.19.1 If it becomes necessary at any time during the performance of this Contract to accelerate the work, the Contractor shall cease work at any point and transfer his men and equipment to such points and execute such portions of the work as may be required to enable others to carry on their work properly. The Contractor shall have no claim for damages or extra costs due to such acceleration orders.

3.19.2 If it should be necessary, in order to complete any portion of the work in its various stages in time to avoid delaying the work of other Contractors, such Contractor shall resort to overtime without additional cost to the Owner.

ARTICLE 4 – ARCHITECT

4.2 Administration of The Contract

4.2.8 Change Subparagraph 4.2.8 to read as follows, and renumber current Subparagraphs 4.2.8 through 4.2.14 as Subparagraphs 4.2.9 through 4.2.15, respectively:

4.2.8 The Architect will evaluate substitutions proposed by the Contractor, whether as part of a cost reduction procedure or otherwise, which are prepared and submitted in accordance with the requirements of Subparagraphs 3.4.4 through 3.4.11. Such evaluation and any action taken by the Architect with respect thereto shall be performed within such period of time as may in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon Contractor proposed substitutions and the Architect's recommendations with respect thereto, which evaluation shall include but not be limited to a review of the total net change to the Project cost, taking into account the proposed change to the Construction Cost, the possible Additional Service costs of the Architect, and the possible change to the projected operating costs of the completed Project. Any change in the Contract Sum, the Contract Time, or the requirements of the Contract Documents as a result of an Owner approved substitution shall be reflected in a Change Order.

ARTICLE 5 - SUBCONTRACTORS

5.3 Subcontractual Relations

Add the following clause 5.3.1 to 5.3.

5.3.1 Subcontractor is required to determine that no subsurface conditions exist which might affect the quality or durability of its work, and which require such Subcontractor to notify the General Contractor in writing immediately of any such unsatisfactory condition before proceeding with the work.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

Delete Subparagraph 6.2.2 and substitute the following:

6.2.2 If any part of the Subcontractor's work depends for proper execution and results upon the work of any other Contractor or Subcontractor, such Contractor shall inspect and promptly report to the General Contractor any apparent discrepancies or defects in such work that render it unsuitable for proper execution. The General Contractor shall work with such Subcontractor to correct such discrepancies and defects in the work, and shall notify the Architect of such discrepancies and defects, and the method by which the Subcontractor or he shall remedy such work. Failure of the Subcontractor to inspect and report to the General Contractor shall constitute an acceptance of the other Subcontractor's or Contractors work as fit and proper to receive his work, except as to defects which may develop in the other Subcontractors or Contractors work after the execution of the Subcontractors work. Failure of the General Contractor to notify the Architect of such discrepancies and defects, and methods by which the Subcontractor shall remedy them shall constitute a mutual acceptance by the Subcontractor and General Contractor of responsibility for the ways, means and methods for remedying such work.

6.3 Owner's Right to Clean Up

Delete Subparagraph 6.3.1 and substitute the following:

6.3.1 When Contracts are awarded for different portions of the Project, the General Contractor shall be responsible at all times for keeping the premises free from accumulation of waste materials or rubbish caused by the operations of all Contractors and Subcontractors as required by paragraph 3.15.

6.3.2 If the General Contractor fails to provide satisfactory clean up at any time, the Owner may do so and the cost thereof shall be charged to the General Contractor as provided in paragraph 13.4.

6.3.3 The General Contractor shall be responsible for final cleaning before acceptance of the building. Building and adjacent grounds shall be left clean and ready for use by the Owner.

ARTICLE 8 - TIME

8.1 Definitions

8.1.2 Add the following to the end of Subparagraph 8.1.2:

However, after execution of the Contract Documents, no work shall be started on the project site or materials or equipment stored thereon until the Contractors have complied with the following conditions:

- .1 Submitted evidence that the required insurance has been obtained and approved.
- .2 Received Owner's Notice to Proceed with work on the project site. Work shall be commenced within 10 days after receipt of Notice to Proceed unless otherwise stated.

8.2 Progress and Completion

Add the following Subparagraph 8.2.4 to 8.2:

8.2.4 If necessary in order to complete the work within the time stipulated or to complete any portion of the work in its various stages in time to avoid delaying the work of another Subcontractor, the Contractor shall resort to overtime as far as it may be practicable or possible, without additional cost to the Owner.

8.3 Delays and Extensions of Time

8.3.1 At the first sentence delete the word "arbitration".

Delete Subparagraph 8.3.3 and substitute the following:

8.3.3 If the Contractor is delayed by the Owner, the Contractor's sole remedy for the delay shall be the right to a time extension for completion of the Contract. This paragraph 8.3 does not exclude the recovery by the Owner of damages for Contractor-caused delay under other provisions of the Contract Document.

Add the following subsection and the following sub-article:

8.4 Liquidated Damages

8.4.1 If the Contractor refuses or fails to complete the work in the time specified for this Contract, or any extension thereof the Owner may terminate the Contractor's right to proceed. In such event the Owner may take over the work and prosecute the same to completion by the Contract or otherwise, and the Contractor will be liable for any excess cost occasioned by the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and, in lieu thereof, the Contractor may be required and agrees to pay to the Owner the sum of :

Liquidated damages being **\$1000**/per day for not meeting Substantial Completion of the work within the timeline specified in final Agreement/Contract, as well as **\$500**/per day for failure to achieve Final Completion within 30 days of the Date of Substantial Completion (30 grace period for Final Completion and then \$500/per day begins).

and the Contractor will be liable for the amount thereof: provided, however, the right of the Contractor to proceed will not be terminated because of delays in the completion of the work due to unforeseeable causes beyond his control and without his fault or negligence.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 Schedule of Values

9.2 Change the first sentence of Subparagraph to read as follows:

"Before the execution of this contract, the Contractor,..."

9.3 Applications for Payment

9.3.1 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.

Add the following Subparagraph 9.3.4 to 9.3:

9.3.4 If, at any time, there shall be evidence of any lien or claim for which the Owner might become liable, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the Owner has already paid all sums due under the Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any expense or cost so sustained including reasonable attorney fee.

9.5 Decisions to Withhold Certification

Add the following Subparagraph 9.5.5 to 9.5:

9.5.5 Monies withheld in accordance with the provisions of this Article shall not bear interest. No interest charge on payments withheld in accordance with this Article shall be charged to the Owner.

9.6 Progress Payments

Add the following Subparagraphs 9.6.9 and 9.6.10 to 9.6:

9.6.9 Contractor requests for discontinuance of retainages shall be made in ample time to ensure that all necessary approvals of request may be secured.

9.6.10 Amounts owed to the Owner by the Contractor pursuant to Subparagraphs 3.2.10, 3.4.12, 3.12.14, and 9.8.6 shall be deducted from payments otherwise due the Contractor pursuant to this Article 9.

9.8 Substantial Completion

Add the following clauses 9.8.2.1 and 9.8.2.2 to 9.8.2:

9.8.1.1 When the Owner wishes to take possession of a part or parts of the Project, the procedures described in this Article shall apply to each part as it is substantially completed. The Architect will prepare the Certificate for Substantial Completion on the forms deemed acceptable by the Owner.

9.8.1.2 During final inspection a list will be made of work determined by the Owner to be unacceptable under the Contract Documents. Such work shall be corrected promptly by the Contractor and will be reinspected for final acceptance upon written notification by the Contractor. Failure to satisfactorily complete items on this list will necessitate further reinspection, charges for which shall be borne by the Contractor.

9.8.6 Add new Subparagraph 9.8.6 to read as follows:

9.8.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for performing more than two inspections to determine whether the Work or designated portion thereof is substantially complete or whether any item in connection therewith is in accordance with the requirements of the Contract Documents.

9.10 Final Completion and Final Payment

Add the following clause 9.10.2.1 to 9.10.2:

9.10.2.1 Final payment will not be authorized until the Contractor submits to the Owner the following additional items:

- .1 A breakdown of final cost of the project as adjusted by changes.
- .2 All guarantees as specified.
- .3 Marked up as-built prints of general, site work, building work, mechanical and electrical work, including air-conditioning as specified.
- .4 A certificate of occupancy from the local authorities.

ARTICLE 11 – INSURANCE AND BONDS

Delete Paragraph 11.1 in its entirety and replace with the following:

11.1 Performance, Payment, and Other Bonds

11.1.1 Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall provide surety notice of all proposed Change Orders and shall keep surety on notice of all changes to the Contract Price. These bonds shall also be updated and amended to reflect changes in the Contract Price throughout the duration of the Work. Contractor shall also furnish such other bonds as are required by the Contract Documents.

11.1.2 All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

11.1.3 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements, Contractor shall within twenty (20) calendar days thereafter substitute another Bond and surety, both of which shall comply with the requirements.

11.2 Licensed Sureties and Insurers

11.2.1 All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements as may be provided in the Supplementary Conditions.

11.3 Contractors Insurance

11.3.1 Prior to and at all times during the performance of the Work, Contractor shall purchase and maintain, and shall require all of its Subcontractors of every tier to provide, such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness, or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or
 - b. By any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

11.3.2 In accordance with timeframes identified in the Instructions to Bidders and before Owner's execution of the Contract Documents, Contractor shall furnish for Owner's approval three (3) copies of a certificate of insurance signed by a duly authorized officer or agent for each insurance policy carrying Contractor's insurance certifying that the minimum insurance coverages are in effect and replacement certificates shall be furnished for all renewals of such insurance. With respect to all policies that certificates shall provide that in the event of cancellation or material change, thirty (30) calendar days prior written notice shall be given to the Owner. When requested by the Owner, the originals or certified copies of such policies shall be made available for inspection by Owner or Owner's authorized agents during normal business hours at Contractor's principal place of business.

11.3.3 The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
(i.e., Longshoreman's)
 - c. Employer's Liability: \$1,000,000

2. The Worker's Compensation carrier waives its rights of subrogation against the Owner and its Affiliates. Evidence of specific endorsements shall be furnished with the Contractor's Certificate of Insurance.

3. Contractor's General Liability under of the General Conditions, which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:
 - a. General Aggregate: \$5,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$2,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess Umbrella Liability. The insurance shall protect Contractor, Owner, Architect, Collier County, and Owner's Consultants as additional insured, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.
 - 1) General Aggregate \$10,000,000
 - 2) Each Occurrence \$10,000,000

4. Automobile Liability under the General Conditions:

- a. Combined Single Limit of \$1,000,000

11.3.4 Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. Include the interest of the Owner, Contractor, Subcontractors, Architect, Collier County, and the officers, directors, partners, employees, agents, and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
- c. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

- d. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect;
 - e. Allow for partial utilization of the Work by Architect;
 - f. Include testing and startup; and
 - g. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Architect with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. Contractor shall be responsible for any deductible or self-insured retention.
 3. The policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty (30) calendar days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions.

11.3.5 Owner and Contractor intend that all policies purchased will protect Owner, Architect, Collier County, Contractor, and Subcontractors, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, members, partners, employees, agents, consultants, and Subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants, and Subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Collier County, and Architect, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

Renumber existing Paragraphs 11.2 ~ 11.5 to 11.4 ~ 11.7

Add the following Paragraph 11.8

11.8 Additional Provisions

11.8.1 Approval of any insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the Owner does not in any way represent that the insurance or the limits of the insurance specified in these Articles are sufficient or adequate to protect the Contractor's interest or liabilities, but are recommended minimums.

11.8.2 Where special or unusual hazards peculiar to the project are foreseeable, the Contractor shall take such steps as are necessary to insure himself against the hazards and be responsible for any damage, including water, which results from the occurrence of the hazards in connection with this project.

11.8.3 The Contractor shall file two certificates of insurance signed by the insurer or two certified copies of all policies with the Owner before an exposure to loss may occur.

11.8.4 The Contractor may, at his option, include other special insurance in the property insurance policy. The cost of such special insurance shall be borne by the Contractor.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

Add the following subparagraph 12.2.6 to 12.2:

12.2.6 The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Construction Documents. If any part of the Project is guaranteed for a longer period under said Construction Documents, such longer periods shall prevail. Except as otherwise specified, all work shall be guaranteed by Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for One (1) year from date of final completion and acceptance by Owner.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5 Interest

Add the following subparagraph:

13.5.1 Monies withheld in accordance with the provisions of Article 9.5 of the General Conditions shall not bear interest.

ARTICLE 15 – CLAIMS AND DISPUTES

15.3 Mediation

Add the following subparagraph 15.3.5.

15.3.4 Any controversy which remains unsettled following Non-binding Mediation may be subjected to Binding Arbitration only if all parties agree.

END OF SECTION 00 73 00