

NOTE: THESE CONDITIONS SUPERCEDE ANY CONFLICTING CONDITIONS IN THE GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS.

SALES TAX

Itemized sales tax expenditures by the Contractor will be reimbursed to the Owner. BIDS MUST INCLUDE SALES TAX.

DELAYS / CLAIMS

Any contractor whose work is delayed for reasons beyond his control shall immediately notify the Architect as to the nature of the delay, the cause of the delay, and the immediate effect on the project, including cost effects. Verbal notification shall be followed with written notification to the Architect no later than 10 days following the delay; otherwise, no consideration for a claim will be given. For delays claimed by reason of weather, the Contractor shall be required to substantiate such claim by the submission of weather reports for the time period of the delay as well as national weather service reports for the project area for the last ten years, the average of which shall become the basis to determine the validity of such claim. Time extensions granted for reasons of weather or other reasons except as caused by the Owner, with exceptions and time limits for convenience of the Owner as indicated under Section 01011, do not entitle the Contractor to "extended overhead" or "lost profit" recovery.

Delays which do not affect activities on the Critical Path of the approved CPM Construction Schedule will not be considered reason to allow time extensions. Time extensions granted for reasons other than natural weather disasters do not entitle the Contractor to "lost profit" recovery. Time extensions granted for reasons other than natural weather disasters do not entitle the Contractor to "extended overhead" recovery.

CLEAN UP AND PROTECTION OF WORK

The Contractor shall replace any broken glass, remove stains, spots and dirt from decorated work, clean hardware, remove paint spots and smears from all surfaces, clean plumbing fixtures and wash all concrete, and clean and wax resilient tile floors and clean hard tile floors. The Contractor shall be responsible for leaving his work clean in all respects, and shall be responsible for protecting his work from damage by other parties.

FURNITURE MOVING AND ENVIRONMENTAL PROTECTION

Contractor will be responsible for moving furniture away from below the work space, in the space against the walls or in a location on site as approved by the school. Fixed furniture (such as in a lab or science room) shall be properly protected. Books and computers will be moved and stored by the Owner. Contractor shall protect the school environment from dust and other contaminants with plastic drops, temporary partitions, dust filters for HVAC returns, etc.

CHANGES IN THE WORK

The cost or credit to the Owner resulting from a Change in the work shall be determined as follows:

1. Allowances for overhead and profit combined shall not exceed 15 percent of net cost except when the change involves a Subcontractor, in which case allowances shall not exceed 15 percent for the Subcontractor and 7-1/2 percent for the Prime Contractor.

2. The profit and overhead rates proposed by the Contractor for the initial Change in the Work shall not be changed or modified for the duration of the Contract, and shall apply equally for additive and / or deductive changes.
3. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein may include all items of material and labor, the use of power tools and equipment, and such items of cost as Workmen's Compensation Insurance, Social Security and Old Age Benefit, Performance Bond Adjustment and pro-rata charges for foreman. The following items shall be considered as overhead: insurance other than mentioned above, supervision, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens and general office expense, and all other items not included in "cost" as above defined.
4. Price requests for changes in the Work furnished to the Architect shall include individual costs for materials, labor, subcontractor work (if applicable), and profit and overhead.

TIME

The Contractor shall fully complete the Work in accordance with the schedule of COMPLETION DATES which are DATES CERTAIN, with no time extensions granted for any reason other than delays caused by the Owner (see below).

WEATHER

Weather is by its nature not "normal", and rain fall varies from year to year. Weather delays are to be accommodated within the schedule as specified, however, "natural disasters", such as caused by severe hurricanes, are excepted. In making his bid, the bidder acknowledges that provisions to accelerate the schedule will be provided as required to meet the scheduled dates, to accommodate abnormal weather conditions, or other delays, except as caused by the Owner.

PROJECT PHASING (note: "Prime" contractor means "sub" contractor under a Single Prime contracting method)

1. The General Contractor is responsible as the project coordinator for all the Prime Contractors. It is the General Contractor's responsibility to schedule the work of all Contractors, to maintain weekly reports to the Architect and the Owner regarding the status of activities of all Contractors, and to submit plans to the Architect and Owner for recovery of any scheduled activity by any Contractor, to the Owner and Architect, for review and immediate implementation.
2. Each Prime Contractor shall be required to coordinate their schedule of activities with the General Contractor, and, in submitting a bid, agree to execute a construction schedule in conformance with the required completion dates. All parts of this schedule will be binding on each Contractor, and it is agreed by all Contractors that liquidated damages will be withheld for any delays caused by them which affect the completion date directly or indirectly, in the sole opinion of the Architect, as further described and defined under the Contract for Construction.
3. All Contractors agree that maintaining the scheduled completion of individual activities is essential for the overall completion of the project schedule, and understand that many activities by other Contractors are dependent on timely completion of their own activities. As such, it is understood and agreed by all Contractors that liquidated damages will be withheld, at the time of delay, for any delays which impact the completion of activities by other Contractors and cause the schedule to be revised to a later completion date. For example, the Sitework Contractor must complete various aspects of sitework in a timely manner to allow the other Prime Contractors to store and stage materials on stoned parking areas, or that finish grading, seeding, mulching, and fertilizing operations shall be completed in a manner which will allow the other Prime Contractors to complete their exterior finish work on time, to provide the project with a completed, full stand of grass on the completion date and not afterwards. As an additional example, General Contractor shall schedule his work and make all provisions to allow the Mechanical Contractor to complete

his work in a timely manner to meet his scheduled completion date, which is prior to the General Contractor's completion date, in order for the General Contractor to utilize the HVAC system for conditioning of the building. The foregoing illustrative examples are not intended to imply a listing of issues possible but only to serve as examples.

4. It is understood by all bidders that they will cooperate with each other to formulate and agree on a construction schedule detailing all significant activities of the project within 30 days of award.

COMPLETION DATES (ALL DATES CERTAIN)

The Start Date for the project will be the seventh day following receipt of the Architect's Notice to Proceed.

1. 20 days following start date: All contractors execute approved construction schedule as prepared by the General Contractor.
2. 250 days following start date: Contractor shall have completed their own construction review lists, and provide written statements to the Architect of such.
3. The Owner will provide Notice To Proceed no later than October 12, 2022. The Contractor will confirm in writing that they have completed the Architect's Construction Review List (Liquidated Damages incurred) by August 4, 2023.
4. All remaining items issued by the architect's office subsequent to the August 4, 2023, notice shall be completed within 60 days of August 4, 2023 (additional Liquidated Damages incurred).

LIQUIDATED DAMAGES

For each day in excess of the number of days allowed to complete construction under 8.1.5, for each scheduled date, the Contractor shall pay to the Owner the sum of \$500.00, as liquidated damages reasonably estimated in advance to cover the costs and/or losses incurred by the Owner by the failure of the Contractor to complete the Work of any Phase indicated in the time specified, such time being in the essence of this Contract and a material consideration thereof. Liquidated damages for days in excess of completion date shall be held as retainage from monthly payments by the Owner, and released from subsequent payments only if delay days are made up and no damages have been incurred by the Owner. The Architect shall be the sole judge as to the division of responsibility between the prime contractors, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them. Issuance of a Certificate of Occupancy by any Building Official DOES NOT constitute Substantial Completion or completion of construction under this paragraph. Substantial Completion is defined as suitable for use, in the opinion of the Owner and the Architect.

ADDITIONAL LIQUIDATED DAMAGES

For each day in excess of sixty days beyond the date of Substantial Completion that any corrective or incompleting items remain to be done, for each scheduled date, the Contractor shall pay to the Owner the sum of \$500.00, as liquidated damages reasonably estimated in advance to cover the costs and/or losses incurred by the Owner by the failure of the Contractor to complete such corrective work or incomplete items, such time being in the essence of this Contract and a material consideration thereof.

OWNER'S RIGHT TO COMPLETE WORK TO MAINTAIN SCHEDULE

The Contractor agrees that if the Architect determines, at his sole discretion, that the Contractor has repeatedly or persistently failed or refused to implement such measures as will bring the progress of the Work into conformity with the Construction Schedule, then the Owner may contract with others or use the Owner's own forces to perform the Work to bring the progress into conformity with the Construction Schedule. The Contractor agrees that the Owner will be entitled to a set off for the cost thereof including,

but not limited to , actual costs, legal fees, and additional overhead costs, which will be charged against the Contract Sum due the Contractor.

PAY APPLICATIONS AND RETAINAGE

Contractor shall submit Applications for Payments to the Architect monthly for work completed and materials stored ending the twenty-fifth day of the month. Retainage shall be five percent (5%) of monthly estimates. The Architect may, at any time after fifty percent of the work has been completed, if he finds that satisfactory progress is being made and with written consent of Contractor's Surety, recommend to the Owner that retainage be reduced to two and one-half percent (2.5%) of monthly estimates.

Sales tax expenditures shall be substantiated with a certified statement by the Contractor and each of his Subcontractors individually showing total purchases of material from each separate vendor and total sales taxes paid each vendor. Certified statement must have the invoice number or numbers covered and inclusive dates of such invoices.

Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in certified statement at warehouse stock prices and amount of tax paid.

The Contractor shall not be required to certify the Sub-Contractor's statements.

The Contractor and each of his Sub-Contractors shall also show purchases of materials from each separate vendor and the cost of same for which no sales tax has been paid.

BUILDERS RISK INSURANCE

Contractor shall provide Builder's Risk Insurance, payable to the Contractor and Owner as their interest may appear upon the entire structure and upon all materials in or adjacent thereto which are to be made apart of the insured structure to 100% of the insurable value thereof covering fire, extended coverage, vandalism and Malicious mischief.

SPECIAL REQUIREMENTS FOR PROJECTS FUNDED IN WHOLE OR PART WITH FEDERAL FUNDS

[Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

END OF ADDITIONAL CONDITIONS