

Document 00800
SUPPLEMENTARY CONDITIONS OF THE CONTRACT
(Fire Sprinkler & Fire Suppression)

ARTICLE 1

- A. General Process for the **Fire Sprinkler and Fire Suppression** is hereby generally described, but not limited to, the following ONCE THE LOW BIDDER HAS BEEN SELECTED; Project Manager provides Purchase Order Request to the Contracts Section. The Contracts Section issues the bidding documents to the "Concrete Walkway & Aluminum Canopy System Contractor (CSMP) (May also be referred to as Open End Construction Contract or Services). The price proposal will be reviewed by Cost Estimator and Project Manager. If the cost or price proposal is approved by the Deputy Superintendent or Designee, a purchase order is issued. Builder's risk insurance and performance and payment bonds, if necessary, are requested from the Contractor by the Contract Department. Upon receipt and approval of the builder's risk insurance and the performance and payment bonds, a Notice to Proceed letter is issued to the Contractor. Project Manager schedules pre-construction meeting. Project Manager acts as owner's representative and provides administration for project. Contractor schedules required inspections. Upon completion, Contractor submits punchlist and closeout documentation. Contractor submits partial and/or final payment requests to the Project Manager.
- B. It is anticipated that a portion of the work required under this contract will be performed during premium time (not regular working hours). For the purpose of this contract, regular working hours are between 7:00 a.m. to 11:00 p.m. Monday through Friday and 8:00 a.m. to 4:00 p.m. Saturdays. Premium time is not allowed. It is understood that no changes in excess of the Bid or award amount shall be allowed.

ARTICLE 2

- A. Tie Bid Procedures:** When identical Bids are received from two or more vendors and all others factors are equal, priority for award shall be given to vendors in the following sequence:

A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of 287.087, Florida Statutes, as currently enacted or as amended from time to time.

The Broward County Certified Minority/Women Business Enterprise contractor/vendor;

The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise contractor/vendor;

The Florida Certified Minority/Women Business Enterprise contractor/vendor;

The Broward County contractor/vendor other than a Minority/Women Business Enterprise contractor/vendor;

The Florida contractor/vendor other than a Minority/Women Business Enterprise contractor/vendor.

If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Facilities and Construction Management Division with the tie low bid contractors/vendors invited to be present as witnesses.

ARTICLE 3

- A. Included within the Bidding Documents are those sections most relevant to assisting the Contractor in determining a bid. Other referenced documents which are also applicable in execution of the work are available on the Web at www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm and include Division 1 and technical specifications (Divisions 2 through 17) or <http://www.broward.k12.fl.us/constructioncontracts/>. Prior to submitting a bid, Bidders shall review and familiarize themselves with these documents which are used by SBBC in executing their projects, as they may deem necessary to provide a bid in full compliance with the bidding documents, and proper execution of the work thereafter.

ARTICLE 4

- A. Performance and Payment bonds and permits will be reimbursed to contractors at actual cost without a multiplier.

Performance and Payment bonds are not required at the time of the Bids for projects valued under \$200,000. ~~(See Document 00700, Article 1.22 and Article 9, Document 00200)~~ Builder's Risk Insurance may be required for individual projects.

- B. ~~Refer to Document 00700, Paragraph 42.07 for Contractor's protective liability insurance requirements.~~
- C. Insurance and bonds are intended to cover the work assigned to each contractor for the duration of each project.

ARTICLE 5

A. School District Calendar

The School Board of Broward County, Florida's annual calendar is available to Bidder's at www.browardschools.com for information and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc.

ARTICLE 6

A. **Testing Schedule**

The School Board of Broward County, Florida's Testing Schedule is available for the Bidder's information at www.browardschools.com and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc.

ARTICLE 7.

A. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- B. All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- C. Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- D. The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board including but not limited to the Building Inspectors.
- E. Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- F. Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- G. In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- H. If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- I. If any material, equipment or workmanship is determined by Owner, Project Consultant or Inspector either during performance of the Work, requested inspections or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner or Project Consultant and / or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to **withhold payment** on any such item, deduct from the retained funds in the contract or seek compensation from Contractor and any additional re-inspections required from the Building Department or their Inspectors will be subject to a ***RE-INSPECTION FEE of \$100.00 per failed inspection ticket. The fee shall be paid though the Building Department by a Cashier's check made out to the School Board (SBBC) of Broward County, Florida, prior to the approval of any inspection or re-inspection request from the contractor. Any delays to the contract work (related to the fail work) will be the sole responsibility of the Contractor or his sub-contractor.*** Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all

requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

- J. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

END OF DOCUMENT 00800