

SUPPLEMENTARY AND SPECIAL TERMS AND CONDITIONS FOR MINOR PROJECTS

HCPS STANDARDS DOC. No.: 01015

APPLICATION: ELEMENTARY, MIDDLE AND HIGH SCHOOL

DATE OF ISSUE:

- 04-04-14** - **Revised paragraph 13.10.1 to increase custodial overtime cost.**
- 02-10-11 - Revised list of attachments and corrected paragraph numbering.
- 01-28-11 - Revised Supplementary Conditions paragraph 9.10.2(1) and deleted Contractor's Final Payment Affidavit Form. (See HCPS Release & Affidavit Form.)
- 07-12-10 - Revised Supplementary Conditions paragraphs 7.3.11, 8.1.2, 8.2.2, 13.9, and added paragraph 13.11; Deleted paragraph 4 from Special Terms and Conditions for Construction P.O.
- 06-04-10 - Revised Paragraphs 9.8.5.1, 9.10.2, 11.1.2.2; Added Paragraph 13.10 for Custodial Overtime; Revised Special Terms and Conditions for Construction P.O.
- 06-03-10 - Added Paragraph 13.9 for Owner Direct Purchase (ODP) Program
- 05-18-10 - Revised threshold for Minor Projects and related requirements, revised affidavit to include project name; modified Article 11, Subparagraph 11.5.1, added Special Terms & Conditions for Construction P.O.
- 01-22-10 - Omitted References to RFQ
- 02-19-09 - Modified Article 11, Subparagraph 11.4.1
- 12-11-08 - Deleted Subparagraph 11.1.2.5 (CM Design-Build Professional Liability)
- 11-12-08 - Document 01010 revised to create this new document

NOTES:

The documents that follow shall be incorporated in all projects expected to have a construction cost less than \$300,000 that are executed by Purchase Order.

These documents must be included as a **preface** in the project manual.

PRIOR TO PUBLISHING THE SPECIFICATIONS, the Architect or other design professional preparing the project manual is to edit the information appearing in red brackets [] as appropriate to the project.

ATTACHMENTS:

Supplementary Conditions for MINOR PROJECTS (8 pages)
Special Terms and Conditions for Construction Purchase Order (1 page)

GENERAL

This Section sets forth modifications and additions to the General Conditions of the Contract for Construction, AIA Document A201, Fifteenth Edition, 1997, for projects executed by Purchase Order.

Where any article is hereinafter supplemented, the provision of such article shall remain in effect and all supplemental provisions shall be considered as added thereto. Where any article is amended, voided, deleted, or superseded thereby, provisions of such article not so specifically amended, voided, deleted or superseded shall remain in effect.

Articles, Paragraphs, Subparagraphs, and Clauses hereinafter referenced in this Section correspond to Articles, Paragraphs, Subparagraphs, and Clauses in the General Conditions (AIA Document A201).

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Delete all references to Arbitration.

ARTICLE 1 BASIC DEFINITIONS

A. Add the following subparagraph:

1.1.8 The Architect is the person or entity identified as such in the Agreement. Where the term Architect is used, it is meant to refer to the person or entity responsible for the design. The Architect may or may not refer to a licensed architect. The role of the Architect may be performed by an engineer, or in limited cases by the Owner.

1.1.9 The Agreement is the **Purchase Order** issued by the Owner to the Contractor. Where the term Agreement is used, it is meant to refer to the Purchase Order.

ARTICLE 2 OWNER

A. Subparagraph 2.1.1 is hereby voided and superseded as follows:

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's authorized representative shall be the Project Coordinator assigned by the Facilities Division of The School District of Hillsborough County, Florida. The Owner's authorized representative shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

B. Subparagraph 2.1.2 is hereby deleted in its entirety.

ARTICLE 3 CONTRACTOR

A. Subparagraph 3.7.1 shall be supplemented as follows:

3.7.1 The Contractor shall secure and pay for all certificates of inspections and of occupancy that may be required by authorities having jurisdiction over work. Contractor is not required to secure a building permit.

B. Subparagraph 3.10.1 is hereby voided and superseded as follows:

3.10.1 The Contractor, promptly after being awarded the Contract and prior to making the first Application for Payment, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall be updated monthly to reflect actual progress and conditions of the Work and the Project.

C. Add the following Subparagraphs:

- 3.10.4 The Owner shall retain all beneficial rights to all schedule float including that resulting from any scheduled or actual completion in less than the Contract Time.
- 3.10.5 Upon written request from the Owner, The Contractor agrees to meet with the Owner or his representative and to provide a report of the status of the Work or any other appropriate information pertaining to the Work of the Contractor or any of his Subcontractors as may be requested or required.

D. Subparagraph 3.15.1 shall be supplemented as follows:

No waste material or rubbish shall be buried or burned on the site.

E. Add the following Subparagraph:

- 3.18.3 The Contractor hereby acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as part of the Contract Sum from the Owner and acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Architect which has been paid to him as specific consideration for the indemnification provided herein. The Contractor's policy shall provide the "Hold Harmless" rider and it shall be so noted on the Contractor's Certificate of Insurance.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

A. Subparagraph 4.3.6 shall be supplemented as follows:

The Contractor agrees to make no claim for additional compensation for any delay in the performance of this Contract occasioned by any act or commission of the Owner, or any of its agents or representatives or because of any injunction which may be brought against the Owner. The Contractor further agrees that any claim for delay for the reasons or causes herein shall be fully compensated solely by an extension of time to perform or complete the Work as provided herein.

- B. Subparagraph 4.4.5 is revised by deleting "but subject to mediation and arbitration."
- C. Subparagraph 4.4.6 is hereby deleted in its entirety.
- D. Subparagraph 4.4.8 is hereby deleted in its entirety.
- E. Paragraph 4.5 MEDIATION is hereby deleted in its entirety.
- F. Paragraph 4.6 ARBITRATION is hereby deleted in its entirety.

ARTICLE 7 CHANGES IN THE WORK

A. Add the following Subparagraphs:

- 7.1.4 The Owner or Architect, without invalidating the Contract may at anytime request proposals for anticipated changes in the Work. Proposal Requests are for information only and are not an order for a change in the Work or an order to stop Work in any area in which a change may be anticipated. The Contractor shall, within fourteen (14) calendar days from the date of a Proposal Request, provide a written proposal for the anticipated change in the Work.
- 7.3.10 The cost of all changes in the Work shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the Contractor. The Contractor shall submit receipts or other evidences, as the Architect may direct, showing his actual costs and his rights to the payment claimed.
- 7.3.11 It is agreed that the reasonable allowance for overhead and profit that may be added to the cost of any changes in the Work as determined by any of the methods set forth in Paragraphs 7.3.3 or 7.3.6 shall not be greater than the following:

- .1 For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost of the Work.
- .2 For the Contractor, for Work performed by Subcontractors, five percent (5%) of the amount due the Subcontractor.
- .3 For any Subcontractor or Sub-subcontractor for any work performed by that Subcontractor or Sub-subcontractor, ten percent (10%) of the cost of the Work.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, five percent (5%) of the amount due the Sub-subcontractor.

ARTICLE 8 TIME

A. Subparagraph 8.1.2 is hereby revised to read:

8.1.2 The Date of Commencement of the Contract is the date the Owner issues the agreement for the Work, unless an earlier date is established by a notice to proceed issued by Owner. The Contractor shall not commence operations on the site or elsewhere until a separate notice to proceed with construction has been issued by the Owner. Owner shall issue the notice to proceed within seven days of receipt of bonds and evidence of the insurance as required by Article 11, except that a notice to proceed shall be issued prior to the date of issuance of the agreement only at the Owner's discretion.

B. Subparagraph 8.2.2 is hereby voided and superseded as follows:

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

C. Add the following Subparagraph:

8.2.4 There will be, on the part of the Owner, considerable monetary damage in the event the Work is not completed within the time fixed for the completion of the Contract, or within the time to which such completion may be extended by consent of the Owner. Inasmuch as the actual damages for such delay are impossible to exactly determine, the Contractor agrees that he and his surety company shall be liable for and shall pay to the Owner the following liquidated damages:

- .1 For failure of the Contractor to achieve Substantial Completion within the Contract Time, liquidated damages shall be:

[Written dollar amount (\$_____)] per calendar day.

- .2 For failure of the Contractor to achieve Final Completion within **[written numeral (X)]** calendar days following Substantial Completion, liquidated damages shall be:

One-half (1/2) of the above stated amount per calendar day.

D. Subparagraph 8.3.1 is hereby revised by deleting "pending mediation and arbitration."

E. Subparagraph 8.3.3 shall be supplemented as follows:

The Contractor agrees to make no claim for additional compensation for any delay in the performance of this Contract occasioned by any act or commission of the Owner, or any of its agents or representatives or because of any injunction which may be brought against the Owner. The Contractor further agrees that any claim for delay for the reasons or causes herein shall be fully compensated solely by an extension of time to perform or complete the Work as provided herein.

ARTICLE 9 PAYMENTS AND COMPLETION

A. Subparagraph 9.3.1 is hereby voided and superseded as follows:

9.3.1 At least ten (10) days before the date established by the Owner's Schedule of Monthly Payments as the deadline for submission of the Contractor's Request for Payment, the Contractor shall submit to the Architect an itemized Request for Payment and Schedule of Values notarized and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage.

B. Add the following Clauses:

9.3.1.3 The Owner shall inform the Contractor when the Work is funded with State funds in which case the Contractor shall submit with each Application for Payment a statement of his estimate of the next Application for Payment.

9.3.1.4 The Owner shall retain ten percent (10%) of the amount due the Contractor for all progress payments until the Work is fifty percent (50%) complete. For all progress payments thereafter, the Owner shall retain five percent (5%) of the amount due the Contractor. Upon achieving fifty percent (50%) completion of the Work, and when requested by the Contractor, the Owner may release half of the amount retained.

9.3.1.5 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. An invoice printed on the Contractor's company letterhead shall accompany each Application for Payment. The invoice shall reference the Owner-assigned Purchase Order number.

9.3.1.6 When requested by the Contractor, the Owner may authorize final payment to subcontractors who have satisfactorily completed their respective portion of the Work, provided that such Work has been accepted by the Contractor and the Architect as complete, and provided that the necessary releases, lien waivers and surety consents have been provided. Such payments shall not diminish or qualify the contractor's obligation to complete the Work within the Contract Time.

9.3.1.7 Contractor shall pay its Subcontractors for all work satisfactorily completed on this Project, regardless of any other debts, claims or back-charges that may be owed by Subcontractors to Contractor on other projects. Provided the Subcontractor has satisfactorily performed its work on this Project, Contractor shall not be entitled to use funds otherwise due the Subcontractor from this Project as a set off against claims, debts or back-charges that may be owed by Subcontractor to Contractor on other construction projects.

C. Subparagraph 9.7.1 is hereby voided and superseded as follows:

9.7.1 If the Architect has received the Contractor's Application for Payment and does not issue a Certificate for Payment within the time established as the deadline for submission of the Contractor's Request for Payment in the Owner's Schedule of Monthly Payments, or if the Owner does not pay the Contractor within the time designated in the Owner's Schedule of Monthly Payments any amount certified by the Architect, then the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended by the number of days Work has been stopped and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

D. Subparagraph 9.8.5 is hereby voided and superseded as follows:

9.8.5 Upon Substantial Completion of the Work or designated portion thereof, and provided such Work has been accepted by the Owner and has been inspected and approved for occupancy by the Florida State Licensed Building Code Inspector, the Florida State Licensed Fire Safety Inspector and the Building Code Manager, and upon the request of the Contractor and certification by the Architect, the Owner shall make payment reflecting adjustment in retainage for such work or portion thereof, as follows:

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9.8.5.1 In addition to any other retainage, the Owner will withhold only such sums as are equal to one hundred fifty percent (150%) of the value the architect determines to be the reasonable value of the uncompleted work on each portion of work indicated on the schedule of values.

9.8.5.2 In addition to any other retainage, the Owner will withhold an amount equal to the estimated or anticipated liquidated damages that may be assessed.

F. Subparagraph 9.10.2 is hereby voided and superseded as follows:

9.10.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect the following executed documents:

- (1) **RELEASE & AFFIDAVIT**
- (2) CONSENT OF SURETY COMPANY TO FINAL PAYMENT, AIA DOCUMENT G707 (when Payment and Performance Bonds have been provided).
- (3) CERTIFICATES OF INSPECTION AND OCCUPANCY as required by law or as set forth elsewhere in these Contract Documents.
- (4) SUCH OTHER DATA AND SUBSTANTIATING INFORMATION as may be required elsewhere in these Contract Documents including, but not limited to all required guarantees, warranties, operating and maintenance manuals, as-built drawings, or as may be required by the Owner or Architect.

ARTICLE 11 INSURANCE AND BONDS

A. Subparagraph 11.1.2 is hereby voided and superseded as follows:

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the agreement, required by law, or specified below, whichever is greater. 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.

.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

Workers' Compensation and Employer's Liability Insurance (Off-Site Activities):

Statutory Limits with All States Endorsement

Employer's Liability Limits will be provided as follows:

- \$100,000 Bodily Injury with Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Policy Limit
- \$100,000 Bodily Injury by Disease – Each Employee

.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

- \$500,000 Each Occurrence
- \$500,000 General Aggregate
- \$500,000 Personal and Advertising Injury
\$5,000 Medical Payments
- \$500,000 Products-Completed Operations Aggregate

.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.

.2 Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.

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- .3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201™-1997.
 - .4 Coverage shall include the following:
 - Occurrence Basis
 - Premises Operations
 - Contractual Liability
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors
 - .5 The School District of Hillsborough County, Florida shall be endorsed as additional insured, ATIMA (As Their Interest May Appear.)
- .3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:
- \$500,000 Each Accident
 - \$500,000 Bodily Injury/Property Damage Combined Single Limit
- .1 Commercial Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor or subcontractors.
 - .2 The School District of Hillsborough County, Florida shall be endorsed as additional insured, ATIMA (As Their Interest May Appear.)
- .4 Excess Liability Insurance:
- \$1,000,000 Per Occurrence
 - \$1,000,000 Aggregate
- .1 Limits must apply: Any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations
- B. Subparagraph 11.2.1 shall be supplemented as follows:
- The Owner may additionally elect to purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.
- C. Subparagraph 11.4.1 is hereby voided and superseded as follows:
- 11.4.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.
- 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.
 - 11.4.1.2 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.
 - 11.4.1.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
 - 11.4.1.4 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.
- D. Subparagraph 11.4.10 is hereby revised by deleting the last two sentences.

E. Paragraph 11.5 is hereby voided and superseded as follows:

11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 When the Contract Sum equals or exceeds \$300,000 the Contractor shall, on the date of execution of the Contract, furnish a bond covering faithful performance of the Contract and payment of all obligations arising thereunder on the form *AIA Document A312 – Performance Bond and Payment Bond*. The dollar amount of coverage provided by the bond shall not be less than the Contract Sum.

- .1 If the Owner issues a Notice to Proceed prior to the date of execution of the Contract the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bond will be furnished.
- .2 The surety company issuing the bond shall be licensed to transact surety business in the state of Florida. The Surety Company shall also be listed by the U.S. Department of Treasury's listing of "*Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds*" (*Department Circular 570*, available online), and shall be certified to issue the total amount of the bond on any one risk. [<http://www.fms.treas.gov/c570>]
- .3 The Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

A. Subparagraph 13.1.1 is hereby voided and superseded as follows:

13.1.1 The Contractor shall be governed by the law of the place where the project is located except with respect to building codes. Building construction activities shall be governed by the Florida Building Code as applicable to public educational facilities. As authorized in Florida Statute, the project shall be exempt from all state, county, district, municipal, or local building codes and ordinances.

B. Paragraph 13.6 is hereby deleted.

C. Add new Paragraph 13.8 Employment of High School Graduates

13.8 EMPLOYMENT OF HIGH SCHOOL GRADUATES

13.8.1 In supporting the philosophy of Hillsborough County Schools and the District's drop-out prevention program, contractors and subcontractors shall not employ school-age workers unless one of the following criteria is met: 1) completed 12th grade level education, 2) enrolled in a technical, career, or adult program, or 3) completed or enrolled in a recognized apprenticeship or trainee program.

D. Add new Paragraph 13.9 Owner Direct Purchase (ODP) Program

13.9 OWNER DIRECT PURCHASE PROGRAM

13.9.1 Because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Construction Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Unless directed otherwise in writing by Owner, Construction Contractor shall prepare requisitions to vendors selected by Construction Contractor for all purchases of materials and equipment exceeding five thousand dollars (\$5,000), for execution by Owner, on forms provided by Owner. Construction Contractor shall allow two weeks for execution of all such purchase orders by Owner, except that Owner is under no obligation to execute purchase orders unless and until Construction Contractor has processed deductive Change Orders in amounts equal to or exceeding the cumulative total of purchases executed or requested. Prior to its first application for payment and processing of any requisitions by Owner, Construction Contractor will process one (1) deductive Change Order under the Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Should at any time the amount of requisitions requested by

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Construction Contractor exceed the amount of deductive Change Orders previously processed, an additional deductive Change Order shall be required prior to the processing of additional requisitions. Prior to the final payment, a final reconciliation of the Owner Direct Purchases will be performed and such deductive Change Order will be prepared for the Owner's review and approval.

13.9.2 With respect to all direct purchases by Owner, Construction Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Construction Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant this section shall be included within and covered to the same extent as all other warranties provided by Construction Contractor pursuant to the terms of the Contract Documents. Owner shall assign to Construction Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner.

13.9.3 Document Number 00910 – *Direct Purchase Procedures*, as published by the Owner, is available online at <http://168.254.1.35/documents/standards/index.htm>

E. Add new Paragraph 13.10 Costs for Extended Access to Building Interiors

13.10 COSTS FOR EXTENDED ACCESS TO BUILDING INTERIORS

13.10.1 If, in order to complete the project, the Contractor requires access to the interior of any building secured but not vacated by the Owner during hours other than 7:00AM to 5:30PM, Monday through Friday, or during holidays published on the Owner's calendar for 12-month personnel, a custodian will be made available to provide the required access. The cost for the custodian will be deducted from the Contract by Change Order at the rate of **\$50.00/hour** for each hour of access required.

13.10.2 The calendar of holidays for 12-month personnel is available online at <http://www.sdhc.k12.fl.us/info/calendars/>

F. Add new Paragraph 13.11 Owner's Contingency

13.11 OWNER'S CONTINGENCY

13.11.1 The Contract Sum includes **[written dollar amount (\$_____)]** for an Owner's Contingency, which shall be reserved for the Owner's sole discretionary use, and shall not be used without the written consent of the Owner. Said amount shall be accounted for separately from other project funds. Any unspent balance of the Owner's Contingency shall be credited to the Owner at the end of the project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Subparagraph 14.4.3 is hereby voided and superseded as follows:

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3.

END OF SUPPLEMENTARY CONDITIONS

Purchase Orders for all minor construction projects are hereby supplemented by the following Special Terms and Conditions. These conditions take precedence over the Standard Terms and Conditions for Purchase Orders typically issued by Hillsborough County Public Schools.

1. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the Work will be the Purchase Order issued by the Owner, with any special terms and conditions specified therein.

2. CONTRACT DOCUMENTS

The Contract Documents for the Work consist of the Purchase Order, the Conditions of the Contract (General, Supplementary, Special, and other conditions), the Drawings, the Specifications and all Addenda issued prior to and all Modifications issued after issuance of the Purchase Order.

3. CONDITIONS OF THE CONTRACT

- a. GENERAL CONDITIONS – The General Conditions for the Work will be AIA Document A201, entitled *“General Conditions of the Contract for Construction”*, 1997 Edition.
- b. SUPPLEMENTARY CONDITIONS – The General Conditions for the Work shall be modified by HCPS current Supplementary Conditions, which shall be incorporated by inclusion in the Project Manual for the project.
- c. SPECIAL TERMS AND CONDITIONS – The Purchase Order shall be supplemented by these Special Terms and Conditions, which shall be incorporated by inclusion in the Project Manual for the project.