

PART 1 - GENERAL

1.01 REFERENCE DOCUMENT

- A. These Supplementary Conditions are included as a part of the contract documents for this project to amend the provisions of the "General Conditions of the Contract for Construction", Document A201 of the American Institute of Architects, 2017 Edition, as required for this project. Reference herein to articles of the General Conditions refer to said Document A201.

1.02 PARAGRAPH 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. Add subparagraph 3.3.4 as follows:

"3.3.4 Contractor (1) shall review any specified construction or installation procedure (including those recommended by manufacturers); (2) shall advise the Architect (a) if the specified procedure deviates from good construction practice, (b) if following the procedure will affect any warranties, including the Contractor's general warranty, or (c) of any objections the contractor may have to the procedure; and (3) to propose any alternative procedure which the Contractor will warrant."

1.03 PARAGRAPH 3.4 LABOR AND MATERIALS

- A. Add Subparagraphs 3.4.4 as follows:

"3.4.4 All contractors and subcontractors engaged in the Owner/Contractor Agreement shall conform to the labor laws of the State in which Work is to be performed and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto."

1.04 PARAGRAPH 3.5 WARRANTY

- A. Add subparagraph 3.5.3 as follows:

"3.5.3 The Contractor shall guarantee and warrant his and his subcontractor's work and materials (including the materials and work of suppliers of the Contract and his subcontractors) for a period of one year from the date of Substantial Completion. This Warranty shall be for a longer period on certain items if so designated in the Specifications. The foregoing one-year guaranty and warranty shall not in any way limit, restrict or affect the liability of the Contractor, or his subcontractors, for indemnity as provided for in this Contract, nor shall it in any way shorten the period of limitation fixed by law for the filing of any action against the Contractor for enforcement of the or breach of any provision of the contract documents. Should the Contractor elect to use any of the equipment in the building during the construction period, he shall make arrangements with

the subcontractor or supplier of the equipment for any extension of warranty of that equipment made necessary by such use. The Warranty period for such equipment to the Owner shall not be reduced by the use of equipment by the Contractor".

1.05 PARAGRAPH 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Add the following to subparagraph 3.12.5.1:

"3.12.5.1 Incomplete or poorly prepared shop drawings or other submittals will be returned to the Contractor to be revised or redrawn prior to resubmittal. The Contractor will hold the Architect and Owner harmless against claims for losses or injury caused by errors or omissions in the shop drawings or other submittals for the Work made by the Contractor, a subcontractor, any lower tier subcontractor, manufacturer, supplier or distributor."

B. Delete subparagraph 3.12.8 and substitute the following:

"3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect of such deviations in a separate writing or by submitting a separate written request for change at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof."

1.06 PARAGRAPH 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

A. Add sub-subparagraph 4.2.4.1 as follows:

"4.2.4.1 Any direct communications between the Owner and the Contractor; or between the Contractor or Sub-contractors and the Architect's Consulting Engineers that affect the performance or administration of the Contract shall be made or confirmed in writing, with copies to the Architect, and any such communications that represent a modification of the Contract requirements will be documented appropriately. Any communications among the Architect and Subcontractors shall be confirmed in writing to the Contractor."

1.07 PARAGRAPH 7.2 CHANGE ORDERS

A. Delete subparagraph 7.2.1 and substitute the following:

"7.2.1 All requests for changes, additions or deductions, shall be submitted in a complete itemized breakdown acceptable to the Architect."

- 7.2.2 Wherein unit prices are stated in the contract, submit itemized break down showing each unit price and relative quantities.
- 7.2.3 The contractor shall present an itemized accounting together with appropriate supporting data for the purposes of considering additions or deductions. Supporting data shall include but is not limited to the following:
- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker or workmen's compensation insurance;
 - .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - .5 additional costs of supervision and field office personnel directly attributable to the change.
 - .6 the value of all such additions and deductions shall then be computed as set forth in Paragraph 7.2.5.
- 7.2.4 The burden of proof of cost rests upon the Contractor. Contractor agrees that Owner or Owner's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and granting of such cost.
- 7.2.5 Compute requests for changes be they additions or deductions as follows:
- .1 For work performed by the Contractor:

Net cost of material and delivery	a	
State Sales Tax	b	
Net Placing cost	c	
W.C. Insurance Premium and FICA Tax	d	_____
		a + b + c + d
Overhead and Profit, shall not exceed 12% x		
(a + b + c + d)	e	_____
Allowable Bond Premium	f	_____
TOTAL COST		(a + b + c + d) + e + f
 - .2 Credit for work omitted shall be computed as outlined in 7.2.5.1 "a through e" except the contractor's share of overhead and profit is 7%.
 - .3 For work performed by Subcontractors:

Subcontractors shall compute their work as outlined in 7.2.5.1 "a through e". To the cost of that portion of the work (change) that is performed by the subcontractor, the general contractor shall add an overhead and profit change of five (5%) percent plus the allowable bond premium.

1.08 PARAGRAPH 9.3 APPLICATIONS FOR PAYMENT

- A. Delete subparagraph 9.3.1 and substitute the following:

"9.3.1 The Contractor shall present to the Architect an application for payment on or before the twenty-fifth day of each calendar month. These periodical estimates for partial payment shall be submitted on forms, prepared at the Contractor's expense and conforming to AIA Document G702. An original and a requested number of copies of such estimate shall be tendered to the Architect."

1. Each application for payment shall be accompanied by a revised Construction Schedule. Failure to provide the revised Construction Schedule may cause a delay in processing payment applications. Any areas of the Construction Schedule that are delayed from the previous schedule shall be highlighted for the Architects attention and a detailed explanation of the reason for the delay shall accompany the revised schedule.

1.09 PARAGRAPH 9.6 PROGRESS PAYMENTS

A. Delete subparagraph 9.6.1 and substitute the following:

"9.6.1 Retainage: No later than the 10th day of each calendar month, the Owner will make partial payment to the Contractor, but the Owner will retain 5% of the amount of each payment. Retaining 5% of each payment will continue until final completion and acceptance of all work covered by the contract. However, the Architect may upon approval by the Owner, at any time after 50% of the Contract Work has been completed and based on satisfactory workmanship, and progress has been attained, including written consent of surety, recommend that any of the remaining partial payments be stopped. The retainage will be paid to the Contractor after completion of the Contract for Construction and after the Contractor has submitted all Project Record Documents, Maintenance Manuals, Warranties and Guarantees (Close-Out Documents). No retainage shall be held on materials properly stored at the site or in the Contractor's bonded or insured warehouse if certificates of insurance or bond and invoices are provided."

9.6.1.1 Progress payments will be made for work completed or for materials delivered and properly stored, in accordance with subparagraph 9.6.1, through the Contract Construction Period. No payments will be made after the Contract Construction Period has expired until Final Payment, unless an extension of the Contract Time has been granted. In which case, an additional progress payment will be made for work performed during the extension time period only."

1.10 PARAGRAPH 9.8 SUBSTANTIAL COMPLETION

A. Add the following sub-subparagraphs 9.8.3.1 thru 9.8.3.3 as follows:

"9.8.3.1 If the Architect or any of the Architect's Consultants determines that the Work has still not reached Substantial Completion a second list of deficiencies will be issued to the Contractor.

9.8.3.2 Any additional inspections by the Architect or the Architect's Consultants to determine Substantial Completion will be considered additional services and will be billed directly to the Owner.

- 9.8.3.3 The Contractor will reimburse the Owner for expenses related to these additional services, or, the Owner may choose to withhold money from Progress Payment(s) or from retainage as reimbursement for additional services."

1.11 PARAGRAPH 9.10 FINAL COMPLETION AND FINAL PAYMENT

A. Add sub-subparagraphs 9.10.1.1 thru 9.10.1.4 as follows:

- "9.10.1.1 If the Architect or any of the Architect's Consultants determines that the Work has not reached Final Completion a list of deficiencies will be issued to the Contractor.
- 9.10.1.2 Any additional inspections by the Architect or the Architect's Consultants to determine Final Completion will be considered additional services and will be billed directly to the Owner.
- 9.10.1.3 The Contractor will reimburse the Owner for expenses related to these additional services, or, the Owner may choose to withhold money from Final Payment or from retainage as reimbursement for additional services.
- 9.10.1.4 Before issuance of the final certificate, the Contractor shall obtain in writing from the bonding company approval of such payment. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the Contract Work by the Owner, shall be an acceptance of any work or materials not in accordance with this contract."
- 9.10.1.5 Final payment will not be made until all project closeout documents are received from the Contractor and a release from the Contractor's Surety Company is received.

1.12 PARAGRAPH 11.1 CONTRACTOR'S INSURANCE AND BONDS

A. Delete subparagraph 11.1.2 and substitute the following:

- "11.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. The insurance required shall be written for not less than the following, or greater if required by law:
- .1 Workers' Compensation:
- | | |
|---------------------------|------------------------------------|
| (a) State: | Statutory |
| (b) Applicable Federal: | Statutory |
| (c) Employers' Liability: | Per Accident: \$100,000 |
| | Disease, Policy Limit: \$500,000 |
| | Disease, Each Employee: \$100,000. |
- .2 Commercial General Liability (including premises-operations); independent contractors protective; products and completed operations) as follows:
- (a) Coverage should apply at each work site. Limits required as follows:
- | | | |
|------------------------|--------------|-------------|
| (1) General Aggregate: | Per Project: | \$2,000,000 |
| Completed Operations: | Aggregate: | \$1,000,000 |
| Personal Injury: | | \$1,000,000 |

- Each Occurrence Limit: \$1,000,000
 - (2) Products and Completed Operations to be maintained for one year after final payment.
 - (3) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
- (b) Comprehensive General Liability. Coverage provided will be on the Comprehensive General Liability form with the Broad Form General Liability Endorsement. Limits provided as follows:
 - (1) Combined Single Limit: \$1,000,000 each occurrence and aggregate
 - (2) Products and Completed Operations to be maintained for one year after final payment.
 - (3) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
 - (4) Contractual Liability:
 - Bodily Injury: Combined Single Limit
 - Property Damage: \$1,000,000 Each Occurrence
 - (5) Personal Injury, with Employment Exclusion deleted:
 - Combined Single Limit
 - \$1,000,000 Each Occurrence
 - (6) Bodily Injury and Property Damage (Combined Single Limit) (any auto, including Owned, Hired and Non-Owned Autos):
 - Bodily Injury: Combined Single Limit
 - Property Damage: \$1,000,000 Each Occurrence"
 - (7) Umbrella Liability: \$5,000,000

B. Add sub-subparagraph 11.1.2.1 as follows:

"11.1.2.1 The performance-payment bond shall be in compliance with the laws of the State in which the Work is to be performed and as stipulated in Document 00 61 13, Performance and Payment Bond, of these specifications."

C. Add sub-subparagraphs 11.1.3.1 and 11.1.3.2 as follows:

"11.1.3.1 The Contractor shall furnish one copy of each certificate of insurance herein required for each copy of the agreement which shall specifically set forth evidence of all coverage required by subparagraphs 11.1.1 and 11.1.2. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage of limits."

"11.1.3.2 The Contractor shall not commence work under this contract until he has obtained all insurance with responsible insurance companies satisfactory to the Owner required under this article, and such insurance has been accepted by the Owner. Nothing in this article shall create any obligation on the part of the Architect to see that the specified insurance is maintained."

D. Add subparagraph 11.1.5 as follows:

"11.1.5 All Subcontractors shall be required to maintain contractors liability insurance the same as required to be maintained by the Prime Contractor as specified in 11.1.1 and the limits of liability shall be not less than those required to be maintained by the Prime Contractor unless their operations are covered to the specified limits by the insurance maintained by the Prime Contractor."

1.13 PARAGRAPH 11.2 OWNER'S INSURANCE

A. Delete subparagraph 11.2.1 and substitute the following:

"11.2.1 The Contractor shall procure and maintain during the term of this contract, Owner's Protective Liability Insurance with an endorsement to the policy to include as additional insured, the Architect, with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate for property damage liability."

B. Add subparagraph 11.2.2.1 as follows:

"11.2.2.1 Contractor shall procure and maintain during the life of this contract Builder's Risk or Course of Construction (COC) Insurance, or installation Floater Insurance, and any extended coverage which shall cover damage for the project."

1.14 PARAGRAPH 15.1 CLAIMS

A. Refer to sub-paragraph 15.1.5, Claims for Additional Time and add the following sub-paragraph 15.1.6.3 as follows:

"15.1.6.3 In order for a claim for additional time due to adverse weather conditions to be considered valid, the Contractor must show that adverse weather conditions beyond those normally expected have occurred. For claims related specifically to "Rain Days" the following table of normal rain days will be employed to determine if the Contractor is entitled to a time extension. A "Rain Day" is defined as a 24 hour period in which 1/100" (.01) of rain or more falls and is recorded by the National Weather Service or other official reporting service in the immediate vicinity of the project. Extensions of time will be granted if the number of officially reported "Rain Days" is greater than normal during a given month. Claims for additional time must be submitted with the Contractor's monthly payment application for review. Failure to make timely and proper request for additional time will result in no time extension being allowed.

Average Days with 1/100" of Precipitation or More: Central Arkansas

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	9	10	10	10	9	8	7	7	7	8	9

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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