

SECTION 000750 - SUPPLEMENTARY CONDITIONS**PART 1 - GENERAL****1.1 GENERAL:**

- A. General Conditions, and Supplementary Conditions as set forth herein are applicable to the work under every section of this Project Manual.

1.2 CONTRACT DOCUMENTS (GENERAL CONDITIONS ARTICLE 1)

- A. In addition to those listed in the General Conditions, the Contract Documents shall include also, these Supplementary Conditions, all Sections of Division 1 - "GENERAL REQUIREMENTS" through Division 31 - "EARTHWORK", all addenda issued, and all drawings as enumerated for this project, in the Project Manual.
- B. The following supplementary conditions modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified, or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.3 ARTICLE 1 - GENERAL PROVISIONS

- A. § 1.1 BASIC DEFINITIONS: Add the following:

§ 1.1.9 "Provide" shall mean "The Contractor shall furnish all labor, material, equipment and accessory appurtenances or materials necessary to install..."

Words "Contractor shall" are implied and shall be so understood wherever a direction is stated in imperative mood and whenever direction "provide" is used.

§ 1.1.10 "Owner": The term "Owner" means Calvary Church, Bentonville, AR.

§ 1.1.11 "Architect": The term "Architect" means the firm of LIVE DESIGN GROUP, PC, or its authorized representative.

§ 1.1.13 "This Contractor" or "Subcontractor": Where the words "This Contractor" or "Contractor" appear, they shall be taken to refer to the General Contractor for work called for in the contract Documents. This shall not preclude subcontracting of items of the Work as the General Contractor finds to be in its best interest. However, subcontracting any item of the Work shall not relieve the General Contractor of any obligation under the contract documents to provide and be fully responsible for all the Work, including that performed by General Contractor's subcontractors. Jurisdictional disputes among trades shall be settled by the General Contractor regardless of appearance of any item of work required in any particular section of the specifications or shown on any specific drawing(s). Coordination of all materials and trades involved in any operation, installation, or other work shall be accomplished by the General Contractor to provide the Owner with a finished product complete, finished, clean, new and ready for use.

- B. § 1.2 - CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS: In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - 1. The Agreement
 - 2. Addenda, with those of later date having precedence over those of earlier date.
 - 3. Supplementary Conditions.
 - 4. The General Conditions of the Contract for Construction.
 - 5. Drawings and Specifications.
 - 6. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality, or greater quantity of Work shall be provided in accordance with the Architect's Interpretation.

C. Add the Following:

1. § 1.7 - CONFIDENTIALITY: The contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except: (1) with prior written consent of the Owner, (2) information that was in the public domain prior to the date of this Agreement, (3) information which becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (4) as may be required to perform the Work or by any applicable law.

1.7.1 The contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications and mock-ups and any other documents furnished by the Owner or the architect to the Contractor.

1.4 ARTICLE 2 OWNER

A. § 2.3 - INFORMATION AND SERVICES REQUIRED OF THE OWNER:

1. § 2.3.6: Delete paragraph 2.3.6 in its entirety and substitute the following: Construction Documents are available for internet download on the Architect's cloud-based sharing and storage service ("ShareFile™"). Limited access permissions will be set up for the contractor and his subcontractors for their use in downloading electronic versions of the drawings and project manual. The Contractor shall print at his expense, hard copies of the contract documents for his and his subcontractor's use in whatever number he deems necessary for the proper execution of the work.

1.5 ARTICLE 3 CONTRACTOR

A. § 3.2 - REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

1. Add the following paragraphs:

§ 3.2.5 To the extent that the Contractor actually prepares, amends or supplements the contract Documents, and except for any reported errors, inconsistencies, omissions, concealed or unknown conditions defined in Paragraph 4.3.6, by executing the Agreement the Contractor represents the following:

1. The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.
2. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

B. § 3.4 - LABOR AND MATERIALS

1. Add the following paragraphs:

§ 3.4.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.5 The Contractor shall not employ labor in violation of any applicable law or regulation forbidding employment on the basis of immigration or residency status.

C. § 3.5 - WARRANTY

1. Add the following paragraph:

§ 3.5.3 The Contractor hereby assigns to the Owner at the time of initial completion of the Work any and all manufacturers' warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties.

D. § 3.7 - PERMITS, FEES AND NOTICES

1. Fees shall be paid as follows:

a. CONTRACTOR (or his subcontractors) shall pay for all permits, meter, sewer impact and tap fees. Where required by local, state or federal agencies, the applications and associated fees for environmental impact, and/or environmental protection shall be included in the general contractor's bid.

E. § 3.13 - USE OF SITE

1. Add the following paragraphs:

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonable possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work and (2) the Project in the event of partial occupancy, as more specifically described in Paragraph 9.9.

1.6 ARTICLE FIVE - SUBCONTRACTORS

A. § 5.3 SUBCONTRACTUAL RELATIONS

1. Add the following to the end of Paragraph 5.3:

"All subcontracts shall be in writing."

1.7 ARTICLE 8 TIME

A. § 8.3 - DELAYS AND EXTENSIONS OF TIME

1. § 8.3.3 - Delete Paragraph 8.3.3 in its entirety and substitute the following:

Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph 8.3.3 as Delays) whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with

notice of such interference; provided, however, that the limitation on claims stated in this Paragraph 8.3.3 shall not apply to Delays exceeding six weeks in the aggregate.

2. Add the following paragraph:

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expressed an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

1.8 ARTICLE 9 - PAYMENTS AND COMPLETION

A. § 9.3 - APPLICATIONS FOR PAYMENT

1. § 9.3.1 - Add the following to the end of paragraph:

The form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

2. Add the following paragraph:

§ 9.3.4 The Owner may charge the Contractor for any extra services encountered on the part of the Architect or any of the Consulting Engineers, who upon proper notice from the Contractor, travels to the job site for an inspection but finds the work is not ready for the noticed inspection, or is not complete, thereby requiring a follow-up inspection. Similarly, the Owner may charge the Contractor for any extra services billed to the Owner by the Architect for correction of errors, omissions, or unacceptable work by the Contractor. Any such charges will be fully documented by the Owner.

B. § 9.6 - PROGRESS PAYMENTS

1. § 9.6.2 - Add the following language to the end of Paragraph 9.6.2:

Notwithstanding anything in this Paragraph 9.6.2 to the contrary, the Owner may elect, upon reasonable cause as determined by Owner, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included a part of any such joint payment. In no event shall any joint payment be construed to create any (1) contract between the Owner and a subcontractor of any tier, (2) obligations from the Owner to such subcontractor, or (3) rights in such subcontractor against the Owner.

2. Add the following paragraphs:

§ 9.6.9 Ten (10) percent retainage shall be deducted from the contractor's monthly request for payment until the project is 50% complete, at which time no further increase in the retainage amount will be required upon approval of the Architect and Owner.

§ 9.6.10 If in the opinion of the Architect, work is not progressing satisfactorily, the 10% retainage will be accessed on the contractor's monthly request for payment beyond the 50% completion point.

C. § 9.8 - SUBSTANTIAL COMPLETION

1. § 9.8.1 - Delete paragraph 9.8.1 and substitute the following Paragraph 9.8.1:

§ 9.8.1 Substantial Completion shall be defined as follows:

§ 9.8.1.1 The Premises have been fully completed by Contractor in accordance with the Plans and Specifications, fixtures and equipment have been properly installed, and operational and in new, undamaged and operational conditions, except for minor exterior and interior punchlist items (not exceeding \$25,000 in the aggregate for

such interior items) which do not interfere with Owner's exclusive possession of the Premises, or its ability to train its employees, and all of Contractor's tools, scaffolding, surplus building materials, waste, debris, and rubbish of every sort in the premises have been removed; provided, however that delays in the installation of Owner's fixtures and equipment shall not delay the date on which the Premises would otherwise be deemed completed for occupancy unless and except such delays are caused by Contractor or its agents.

§ 9.8.1.2 Owner has been afforded the time periods after the various stages of Contractor's construction Schedule so as to enable Owner to complete installation of its fixtures and equipment, or delays by Owner's actions in installing its fixtures and equipment, or delays caused by untimely change orders submitted by Owner shall not delay to the Contractor's detriment the date on which the Premises would, but for such delays, be otherwise deemed completed for occupancy.

§ 9.8.1.3 Contractor has delivered to Owner all necessary certificates of occupancy or similar approvals required in the community for Owner to occupy and operate the building (conditional or temporary certificates will suffice; provided however, that Contractor shall be in default hereunder if such temporary or conditional certificates expire or are revoked and are not simultaneously replaced with a permanent unconditional certificate of occupancy); provided, however, that delays in the issuance of such certificate of occupancy caused by Owner's failure to perform its obligations hereunder within the time allowed therefor shall not delay the date on which the Premises would otherwise be deemed completed for occupancy except to the extent that Owner's failure is caused by Contractor or its agent or "acts of God" or other force majeure causes.

1.9 ARTICLE 11 INSURANCE AND BONDS

A. § 11.1 CONTRACTOR'S LIABILITY INSURANCE. Add the following:

§ 11.1.4 Liability insurance shall include all major divisions of coverage, and be on a comprehensive basis including:

- .1 Premises Operations (including X, C, and U coverages as applicable).
- .2 Independent Contractor's Protective
- .3 Products and Completed Operations
- .4 Personal Injury Liability with Employment Exclusion deleted.
- .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
- .6 Owned, non-owned, and hired motor vehicles.
- .7 Broad Form Property Damage including Completed Operations.

§ 11.1.5 If the General Liability coverages are provided by a Commercial Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified. The insurance required shall be written for not less than the following limits, or greater if required by law.

General Liability	\$1,000,000 Per Occurrence
	\$1,000,000 Aggregate Bodily Injury and Property Damage
Automobile Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage
Umbrella.....	\$3,000,000 Combined Single Limit Bodily Injury and Property Damage
Worker's Compensation....	Statutory amounts
Employer's Liability	

Contractor named as insured under the general liability, automobile shall also cause the Owner and Architect and their officers, agents and employees to be named as additional insureds under

such policies. Contractor shall obtain its insurer's (s') agreement that for liabilities and responsibilities assumed by Contractor under the contract, Contractor's general liability policy, automobile policy and excess liability policy shall be primary insurance for the Contractor and any other additional insured(s) required by the Contract Documents, and the insurance maintained by the additional insureds shall be excess and noncontributory. Compliance with this requirement shall be accomplished by endorsement to the policies.

30-Day Cancellation Notice Required.

NOTE: If the "ACORD" form is used as the Certificate of Insurance then add the Owner as co-insured.

Add the following sentences:

The form of policy for this coverage shall be Completed Value.

If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

B. § 11.2 OWNER'S LIABILITY INSURANCE.

1. Add the following:

§ 11.2.2 Owner may, at its option, maintain such insurance as will protect it from its contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this contract, and any other liability for damages which Contractor is required to insure under any provisions of this Contract.

Owner may at its option, maintain such insurances as will protect it against loss of use, should an existing building, or any part thereof, be damaged by or as a result of this operation. Owner also may maintain such coverage as it deems necessary to protect it against any other perils or risks but neither this provision of this contract nor any other insurance coverage hereunder shall insure to the benefit of Contractor nor relieve him of any responsibility under this Contract.

1.10 ARTICLE 13 MISCELLANEOUS PROVISIONS

A. § 13.4 TESTING AND INSPECTIONS

1. Add the following:

§ 13.4.1.1 The Owner shall arrange and pay for the Special Inspections required by code and per the specifications and drawing requirements for "Special Inspections". Material testing services for concrete and structural steel shall be performed by the company engaged to perform special inspections and the cost paid by the Owner. The General Contractor shall be responsible for coordinating the schedule for each test, inspection or approval.

§ 13.4.1.2 Except where required under "Special Inspections", other specified testing, including but not limited to, sealant adhesion testing, and mechanical test and balancing shall be arranged and paid by the General Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 000750