

SECTION 010200 – SUPPLEMENTARY CONDITIONS

The following supplements 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.

ARTICLE 1 – GENERAL PROVISIONS

To Section 1.1.3, THE WORK, add the following:

1.1.3.1 “Work” (the) shall be understood to include everything shown, mentioned or reasonably inferred as being necessary to produce the intended results.

To Section 1.2.1 of Section 1.2, CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS, add the following:

1.2.1.1 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. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Division 1 of the Specifications.
6. Drawings and Divisions 2 – 33 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Division 2 – 33 of the Specifications or within either Document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Section 4.2.11. Bids shall be based on the most expensive combination of quality and quantity of work indicated.

- a. Figures take precedence over scaled measurements.
- b. Large scale details take precedence over small scale details.
- c. Architectural Drawings take precedence in regard to dimensions, when in conflict with Mechanical and Structural Drawings, except for the size of the structural members.
- d. Specifically titled Drawings and Sections of the Specifications take precedence over indication of the item in a collateral way.
- e. Existing conditions take precedence over Drawings and Specifications for dimensions.

To Section 1.2.3, add the following:

1.2.3.1 Definition of specific terms used in the Contract Documents:

- A. MANUFACTURER’S INSTRUCTIONS (or) DIRECTIONS: All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless herein specified to the contrary. Notify the Architect if Contract Documents are in conflict with manufacturer’s instructions or directions or if code requirements are more stringent. Do not proceed in such cases until an answer is given by the Architect.
- B. DAY: A calendar day beginning and ending at 12:00 midnight.
- C. WORK DAYS: Any day except Saturdays, Sundays and legal holidays where the Work is located.
- D. SHOP DRAWINGS: The term “Shop Drawings” includes fabrication drawings, manufacturing drawings, erection drawings, cutting and setting drawings, masonry coursing, ceiling layouts and other erection layouts.
- E. PRODUCT DATA are brochures and printed literature describing materials and equipment, photographs, operational data, illustrations, standard schedules, performance charts, instructions, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- F. SAMPLES are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- G. SUBMITTALS shall be understood to mean data submitted by the Contractor to the Architect (or Owner if so directed) and includes but is not limited to shop drawings, product data, samples and substitution data.
- H. ALTERNATE: A variation to Base Bid to cover a variation in Contract requirements. If Alternate is accepted by Owner, variation is then part of Contract and amount quoted to be added or deducted from Base Bid is taken into account in determining Contract Sum.
- I. BASE BID: A bid, before any Alternates are considered.
- J. GENERAL CONTRACTOR, PRIME CONTRACTOR: Same as Contractor.

ARTICLE 2 – OWNER

To Section 2.3, INFORMATION AND SERVICES REQUIRED OF THE OWNER;

Add Section 2.3.7 to Section 2.3:

- 2.3.7 The Owner will procure and bear costs of Construction Material Testing structural tests and special inspections as required by the applicable building code. Contractor shall identify such tests and provide proposal to Owner or Owner’s agent for review and consideration.

Add the following Sections:

- 2.6 The Owner shall reserve the right to observe the work at any time.
- 2.7 The presence of the Owner or Architect, or their representatives at the project site does not imply concurrence with or approval of the Work.

ARTICLE 3 – CONTRACTOR

To Section 3.3, SUPERVISION AND CONSTRUCTION PROCEDURES, add the following:

- 3.3.4 Prior to start of work, Contractor shall locate all general reference points, lay out his own work, and be responsible for verifying measurements of building, utilities and work included in Contract.
- 3.3.5 Provide acceptable access to the work for inspections by the Owner, Architect and all local, State and Federal authorities having jurisdiction. Access shall be made safe and reasonably convenient.

To Section 3.4, LABOR AND MATERIALS, delete Section 3.4.2 and substitute the following:

- 3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.;
 - .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

Add the following Sections to Section 3.4:

- 3.4.5 Not later than thirty (30) days from the Contract Date, the Contractor shall provide a list showing the names of the manufacturer proposed to be used for each of the products identified in the Contract Drawings and Specifications and, where applicable, the name of the installing Subcontractor.
- 3.4.6 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or Architect to reply promptly shall not constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

- 3.4.7 WORKMANSHIP: Compliance with the Drawings and Specifications with regard to materials and methods of assembly will, not in itself, assure acceptance of the construction. Of equal importance is good workmanship, the lack of which will be sufficient cause to refuse acceptance of the construction.

To Section 3.5 WARRANTY, add the following:

- 3.5.1.1 Contractor warrants to Owner that construction will be free from leakage of water or seepage of dampness from outside to inside or from outside to members normally expected to stay dry. This leak warranty extends for **TWO YEARS** after date of Substantial Completion. Contractor shall, at his own expense, upon due notification by Owner, take remedial measures to correct conditions of leakage of water infiltration that may have developed within warranty period. Extended warranty requirements are described in Specification Sections.
- 3.5.3 Contractor shall be responsible for damages to building contents during warranty if such damages result from his negligent use of materials or workmanship.

ARTICLE 4 – ARCHITECT

Section 4.2, ARCHITECT'S ADMINISTRATION OF THE CONTRACT, add the following Sections to Section 4.2.2:

- 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault or neglect of the Contractor.
- 4.2.2.2 To facilitate Architect's observation, Contractor shall not bury or conceal pipe or conduit in any way until it has been examined.

ARTICLE 7 – CHANGES IN THE WORK

Section 7.1, GENERAL, add the following Section 7.1.4 to Section 7.1:

- 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
- .1 For the Contractor, for Work performed by the Contractor's own forces, 10% of the cost.
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractors, 8% of the amount due the Subcontractors.
 - .3 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, equipment.
 - .4 For any changes paid for out of Contingency Allowances, no mark-up shall be allowed by General Contractor.

ARTICLE 8 – TIME

To Section 8.1, DEFINITIONS, add the following:

- 8.1.1.1 Contractor shall state in his proposal the number of calendar days in which he proposes to complete the Work. Upon award of Contract by Owner, Contractor shall be obligated to complete the Work within number of calendar days proposed.

To Section 8.3, DELAYS AND EXTENSIONS OF TIME, add the following Sections:

- 8.3.1.1 Contractor shall make claim to the Architect for extension of time by email on day on which delay first occurs. Written confirmation to include condition that caused the delay and the critical path of work affected.

Contractor shall submit a summary of delays with back-up data for delays occurring during the current billing period, along with each Application for Payment for review by the Architect.

- 8.3.1.2 Approved extensions of time shall add an equal number of working days to Contract Time.
- 8.3.1.3 If at least 5 hours of work time are available out of the working day no extension of time will be allowed.
- 8.3.1.4 No extension of time will be allowed for Saturdays, Sundays, or Holidays unless the Contract required and stipulates overtime work and it has been approved in writing by the Architect.

ARTICLE 9 – PAYMENTS AND COMPLETION

To Section 9.2, SCHEDULE OF VALUES, add the following Section 9.2.1:

- 9.2.1 A Schedule of Value shall be prepared so that each major item of Work and each subcontracted item of Work are shown as a single line item on AIA Document G703 Application and Certificate for Payment, Continuation Sheet. A breakdown of HVAC, Plumbing and Electrical line items, indicating value of major labor and material portions of the Work will also be required.

Section 9.3, APPLICATIONS FOR PAYMENT, add the following sentence to Section 9.3.1:

The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702 – 1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703 – 1992, Continuation Sheet.

To Section 9.4, CERTIFICATES FOR PAYMENT, add the following Section:

- 9.4.3 The Contractor shall submit applications for payment to Architect. The Architect will review the application according to this article and, upon determination that a payment is properly due, will certify the application in the designated place on AIA Document G702.

From Section 9.6, PROGRESS PAYMENTS, delete Section 9.6.1 and add the following:

- 9.6.1 Monthly progress payments will be made to the value of the completed work and the value of materials suitably stored at the site, less the specified retainage. Payments by the Owner will be made Net 30 days from the date the Contractor's application is approved by the Architect in the amount recommended by the Architect.

9.6.1.1 A retainage of 5% of the amount due the Contractor, shall be held by the Owner, until 30 days after Substantial Completion of the Work.

To Section 9.10, FINAL COMPLETION AND FINAL PAYMENT, add the following subparagraphs and clauses:

9.10.6 To receive Final Payment the Contractor must provide the following:

1. Guarantees, certificates of inspection, bonds and all other warranties shall be prepared in duplicate and submitted to the Architect for review and delivery to the Owner.
2. Instruction manuals shall be prepared in accordance with Section 013300, Submittal Procedures. Deliver all copies to the Architect for review and delivery to the Owner. Provide manuals on operating, servicing, maintenance, cleaning instructions for all Work and parts list, special tools, etc. for all mechanical and electrical work.
3. As-built drawings shall be prepared on each sheet of the Drawings as indicated in Specification Section 017839 "Project Record Documents". Deliver to the Architect along with a flash drive containing record drawings in pdf format.
4. AIA Document G706, Contractors Affidavit of Payment of Debts and Claims.
5. AIA Document G706A, Contractors Affidavit for Release of Liens.
6. AIA Document G707, Consent of Surety.
7. Support data for G706, G707 and G706A as required by the Owner. Forms shall cover all work under Contract, including all subcontractors, vendors, labor, materials and services, and be executed by an authorized officer and duly notarized.
8. Signed statement that to the best of Contractor's knowledge, no asbestos-containing building material was used as a building material in this Project.
9. Itemized inventory list of attic stock provided to the Owner.

Add the following Section 9.11 to Article 9:

9.11 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete:

Five Hundred Dollars (\$500.00) per day

It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

To Section 10.2.3 add the following Sections:

- 10.2.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor resulting from emergency work shall be considered in accordance with Article 7 for Contract changes.

Add the following Section:

10.2.9 PROJECT WEATHER PROTECTION

1. Contractor shall at all times provide reasonable protection against weather, so as to maintain all work, materials, existing work to remain, apparatus, and fixtures free from injury and damages. At the end of the day's work, all work likely to be damaged shall be covered or otherwise protected.
2. Wet work shall not be performed when temperature is below 40°F or is likely to go below 40°F within the ensuing 48 hours, except when sufficient protective heat is provided and the Architect's approval in writing is obtained.
3. Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, floors, pits and trenches free of water.

ARTICLE 11 – INSURANCE AND BONDS

Refer to City of Angleton's Request for Bids Document, Attachment E Insurance Requirements.

In addition, the Contractor 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 industry standard 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. Builder's Risk insurance must include windstorm coverage, even if necessary to write as an additional or separate component. Such property insurance shall be maintained, unless otherwise provided in the Contract Document or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractor in the Project. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

To Section 12.2, CORRECTION OF WORK, add the following Section 12.2.2.4 to Section 12.2.2:

- 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 15 – CLAIMS AND DISPUTES

To Section 15.1.6 CLAIMS FOR ADDITIONAL TIME, add the following:

- 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
- 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.
- 15.1.6.5 Weather related days per month shall be documented by Contractor and submitted to Architect as defined in Section 8.3 Delays and Extension of Time.

Contractor shall account for the following normal weather-related days as part of the Contract Time included on his Bid Form, or other means of documenting proposed Contract Time to the Owner:

Jan	3 days	May	3 days	Sept	6 days
Feb	2 days	Jun	3 days	Oct	3 days
Mar	2 days	Jul	3 days	Nov	3 days
Apr	2 days	Aug	3 days	Dec	2 days

END OF SECTION 010200