

## SECTION 00800 - SUPPLEMENTARY CONDITIONS

## INTENT:

THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN DOCUMENT 00700 AND OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AS INDICATED BELOW. ALL PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT. THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

## AMENDMENTS/SUPPLEMENTS TO AIA A201, 2007 EDITION.

## ARTICLE 1: GENERAL PROVISIONS

1.2 Correlation and Intent of the Contract Documents: Add the following to 1.2.3:

1. Where a conflict occurs between or within standards, specifications and drawings, the more stringent or higher quality requirements shall apply.
2. The order of precedence of drawings and specifications is as follows:
  - Addenda and modifications to the drawings and specifications take precedence over the original drawings and specifications.
  - If there is a conflict between the drawings and the specifications, the specifications shall have precedence over the drawings.
  - If there is a conflict within the drawings, the Architect shall decide which drawing(s) will provide the best installation and shall direct the Contractor to follow that specification(s) or drawing(s). In making this determination, the Architect shall give larger scale drawings precedence over smaller scale drawings, figured dimensions precedence over scaled dimensions, and noted materials precedence over graphic indications. The Architect's decision shall be final.
  - If there is a conflict within the specifications, the Architect shall decide which specifications will provide the best installation and shall direct the Contractor to follow those specifications. The Architect's decision shall be final.

## ARTICLE 3: CONTRACTOR

Permits, Fees and Notices: 3.7.1 Add the following:

1. Building permits will be applied for and obtained by the General Contractor. The Owner will pay all building permit fees. Electrical and mechanical permits will be applied for and obtained by the Mechanical and Electrical Subcontractors.
  2. Fees which can be excluded from the fire sprinkler, fire alarm and the Ansul system by the General Contractor is the plan review, permit fees and use tax fees normally collected by the city and fire department.
- 3.19 Measurements (Added)
1. Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project and shall be responsible for the correctness of same. No extra charge or compensation shall be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference in measurements found shall be submitted to the Owner for consideration before proceeding with the Work. Neither the Architect nor the Owner is responsible for the scaling of drawing.

## ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.3.7 Claims for Additional Time:

1. Section 4.3.7.2 is deleted in its entirety and the following new Section 4.3.7.2 is added:
  - a. Extension of the Contract Time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten year average for the month, as evidenced by the Climatological Data, U.S. Department of Commerce for the area where the Project is located, and only if a request for such an extension of time is received within (10) days of the first date of each delay.
  - b. Delays due to weather conditions will be allowed on a conditional basis only. The Architect will issue a final decision on any weather condition delays at substantial completion of the Project. In making a final decision on weather condition delays, the Architect may consider weather conditions prevailing throughout the entire Contract period.
  - c. Extensions of time due to weather or other allowable reasons will be granted on the basis of 1.4 calendar days credit for every working day lost with each separate extension calculated to the nearest whole calendar day. No more than 15 calendar days extension for weather will be allowed during the total construction period. Extensions for other reasons allowed by the General Conditions shall not be limited.

## ARTICLE 7: CHANGES IN THE WORK

### 7.3 Construction Change Directives

1. 7.3.10 (added). The Agreement identifies the overhead and profit fees applicable for Changes in the Work, whether additions to or deductions from the Work on which the Contract Sum is based and identifies the fees for subcontract work for changes (both additions and deductions) in the Work. The Contractor shall apply fees as noted to the Subcontractor's gross (net plus fee) costs.

## ARTICLE 9: PAYMENTS AND COMPLETION

### 9.2.1 Add the following sentence:

1. The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single item on AIA Document G702A, Application and Certificate for Payment, Continuation Sheet.

### 9.3.1 Add the following sentence after the first sentence:

1. The form of Application for payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G702A, Continuation Sheet.

### 9.5 Decisions to withhold certification:

1. 9.5.1 Change to read: The Architect may decline to certify payment, or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any certificate for payment previously issued, to such extent as he may deem necessary because of:

- Defective work not remedied.
- Third party claims filed or reasonable evidence regarding probable filing of such claims.
- Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
- Damage to the Owner or another contractor.
- Reasonable evidence that the Work will not be completed within the Contract Time.
- Persistent failure to carry out the Work in accordance with the Contract Documents.

– Failure to comply with any laws, ordinances, regulations or orders of any public authority governing the performance of the Work.

#### ARTICLE 11: INSURANCE AND BONDS

##### 11.1 Contractor's Liability Insurance

1. 11.1.1 In the first line, delete the phrase "a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located" and replace with "in a company or companies licensed to do business in the State of Colorado and carrying a Best's Policy Holder's Rating of at least A or A+ and at least AAA for Best's Financial Rating".
2. 11.1.1.1 (Added)
  - a. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis, including:
    - Premises- Operations (Including X-C-U)
    - Independent contractor's protective  
\$10,000,000.00 Products-Completed Operations Aggregate for 2 years, commencing with Final Settlement Payment.
    - Contractual- including specified provision for the Contractor's obligations under paragraph 4.18
    - Owned, non-owned and hired motor vehicles
    - Broad form coverage for property damage
3. 11.1.2 Add the following:
  - Workmen's compensation- Statutory  
\$10,000,000.00 Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage
  - \$10,000,000.00 General Aggregate
  - Automobile liability, \$1,000.000 (each occurrence)
  - Independent contractors- Same limits as above
  - Products and completed operations- Same limits as above for 2 years, commencing with issuance of final Certificate of Payment.
  - Contractual liability- Same limits as above
4. 11.1.3 Add the following: Furnish one copy of Certificates herein required for each copy of the Agreement; specifically set forth evidence of all coverage required by Subparagraphs 11.1.1 and 11.1.2. The form of Certificate shall be AIA Document G705. Furnish the Owner copies of any endorsements that are subsequently issued amending coverage limits. Certificate shall include the statement that the indemnification, defense and hold harmless clause required by Section 3.18 of the General Conditions is included in the policy.

#### ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND

Add the following subparagraph:

1. 11.5.3: The bond shall be delivered within 3 days after execution of the Contract Documents.

END OF DOCUMENT 00800