
DOCUMENT 00 73 00 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions contain changes and additions to "General Conditions of the Contract for Construction," American Institute of Architects Document A201, 1997 Edition. Where any part of the General Conditions is modified or altered by Supplementary Conditions, the unaltered provisions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

Add the following Subparagraph to Paragraph 1.1:

- 1.1.8 **"ALTERNATE BID"**: An amount stated in bid to be added to or deducted from the Base Bid amount if the corresponding change in the Work is accepted by the Owner.
- 1.1.9 **"SHOWN," "INDICATED," "NOTED"**: Reference is to graphic representations, notes, schedules on Drawings or to paragraphs or schedules in Specifications, unless use clearly implies other meaning. Terms such as "shown," "noted," "scheduled," and "specified" are used to help user locate the reference.
- 1.1.10 **"REQUIRED"**: Reference is to requirements of the Contract Documents, unless use clearly implies other meaning.
- 1.1.11 **"BASE BID"**: A bid in which bidder offers to perform the Work described in the Contract Documents, prior to adjustments for Alternate Bids that are also submitted.
- 1.1.12 **"EQUAL," "EQUIVALENT," "APPROVED EQUAL," "ARCHITECT APPROVED," "APPROVED," "ACCEPTABLE," "DIRECTED," "INSTRUCTED," or "SELECTED"**: Interpretations and decisions to be made solely by the Architect in accordance with the provisions of Subparagraph 4.2.12.
- 1.1.13 **"NOT-IN-CONTRACT" (N.I.C.)**: Work not included in this Contract.
- 1.1.14 **"OCCURRENCE"**: An accident or a continuous or repeated exposure to conditions that result in injury or damage, provided the injury or damage is neither expected or intended.
- 1.1.15 **"FURNISH"**: The term "furnish" is used to mean "supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations."
- 1.1.16 **"INSTALL"**: The term "install" is used to describe operations at Project Site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- 1.1.17 **"PROVIDE"**: "Provide" means "to furnish and install, complete and ready for intended use."
- 1.1.18 **"REGULATIONS"**: The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- 1.1.19 **TECHNICAL TERMS**: Technical terms not defined in the Contract Documents shall have the meanings given in AIA "Glossary of Construction Industry Terms" 1991 edition. Technical terms not defined as above and used to describe items of the Work and which so applied have a well known technical or trade meaning, shall be held to have such recognized meaning.

Add the following to Subparagraph 1.2.1:

- .1 Drawings and Specifications are equal in authority and priority. In the case of an inconsistency between Drawings and Specifications, not clarified by an addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Add the following to the end of Subparagraph 1.2.2:

Division 1 General Requirements govern the execution of the work of all specification sections.

ARTICLE 2 - OWNER

Add the following to Subparagraph 2.2.3:

- .1 A survey of existing site conditions found on the ground has been prepared by an independent surveyor for Owner and has been included with the Drawings for use by Contractor for his general information only. Architect and Owner will not be responsible for accuracy or applicability of information given thereon. Contractor shall make any additional investigations he deems necessary to properly bid the Work related thereto.
- .2 Failure by Contractor to have acquainted himself with available information concerning Site conditions, including factors affecting costs and liabilities, shall not relieve Contractor of his responsibility for performance of Work in accordance with the Contract Documents.
- .3 No additional amounts will be made available to the Contractor for work arising from failure to examine the Project Site, including information available as to actual location and levels of subsurface utility lines and services or subsoil conditions, unless specifically provide elsewhere in the Contract Documents.

ARTICLE 3 - CONTRACTOR

Delete the last sentence in Subparagraph 3.3.1.

Add the following to Subparagraph 3.3.1:

- .1 where construction means, methods, techniques, sequences, or procedures are specified, they are specified solely to achieve an end result and do not preclude Contractor's responsibility for safety in connection with the execution of the Work or portion thereof, wherever it is in progress.

Add the following Subparagraphs to the end of Subparagraph 3.4.2:

3.4.2.1 After the Contract has been executed, Owner and the 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).

3.4.2.2 By making requests for substitutions based on Sub-subparagraph 3.4.2.1 above, Contractor:

Represents that (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (2) that Contractor will provide the same warranty for the substitution that Contractor would for that specified; (3) certifies that cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, (4) waives all claims for additional costs related to the substitution which subsequently become apparent; (5) and 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 Subparagraph after 3.5.1:

3.5.2 In addition to requirements of Subparagraph 3.5.1 and Paragraphs 9.8 and 12.2, Contractor shall submit to Architect the project warranty for the entire Work and special warranties required by the specifications, on his letterhead and in the following forms. Submittal of warranties is required as prerequisite to final payment.

PROJECT WARRANTY FOR GENERAL CONSTRUCTION

WHEREAS, _____,
(Contractor's Name)

(Address)

Telephone (____) _____ has performed general construction work on the following Project:

(Project Title)

(Project Address)

For _____,
(Owner's Name)

_____, and,
(Owner's Address)

WHEREAS, Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said Work in accordance with terms hereof, complying with terms of Contract with Owner dated _____, 20____, that:

Contractor agrees to repair or replace to the satisfaction of the Architect all work that is defective in workmanship or materials together with all other work which may be damaged or displaced in so doing; abuse, modifications not executed by Contractor, insufficient maintenance, improper operation, or normal wear and tear under normal usage excepted.

Contractor agrees to provide a correction period for all repair or replacement work equal to the original correction period for nonconforming work as herein stated, dated from the final acceptance of the repair or replacement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

**THE CORRECTION PERIOD FOR NONCONFORMING WORK IS ONE YEAR,
STARTING _____ AND TERMINATING _____.**
(Date) (Date)

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, we hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges therefore promptly upon demand.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____,
20____, for Contractor by _____,
(Contractor's Signature)

_____ as its _____
(Typed Name) (Position)

SPECIAL PROJECT WARRANTY FOR _____

WHEREAS, _____,
(Contractor's Name)

(Address)

Telephone (____) _____ has performed _____ work on the following Project

(Project Title)

(Project Address)

For _____,
(Owner's Name)

_____, and,
(Owner's Address)

WHEREAS, Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said Work in accordance with terms hereof, complying with terms of Contract with Owner dated _____, 20____, that:

Contractor agrees to repair or replace to the satisfaction of the Architect all work that is defective in workmanship or materials together with all other work which may be damaged or displaced in so doing; abuse, modifications not executed by Contractor, insufficient maintenance, improper operation, or normal wear and tear under normal usage excepted.

Contractor agrees to provide a correction period for all repair or replacement work equal to the original correction period for nonconforming work as herein stated, dated from the final acceptance of the repair or replacement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

**THE CORRECTION PERIOD FOR NONCONFORMING WORK IS _____ YEARS,
STARTING _____ (Date) AND TERMINATING _____ (Date).**

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, we hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges therefore promptly upon demand.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____,
20 ____, for Contractor by _____
(Contractor's Signature)

(Typed Name) as its _____
(Position)

And countersigned in accordance with terms and conditions, for Installer by: _____
(Installer's Signature)

(Typed Name) as its _____
(Position)

(Installer's Firm Name)

(Installer's Firm Address)

Add the following to Subparagraph 3.7.1:

- .1 Owner shall pay for all permanent property assessments and utility connection charges.
- .2 Contractor shall pay for all temporary utility charges, tap charges and water meter charges.

Add the following to Subparagraph 3.12.6:

- .1 Architect will take no action on Shop Drawings, Product Data and Samples that have not first been certified, by stamped signed notation, making the representation required by Subparagraph 3.12.6.
- .2 Shop Drawings, Product Data, or Samples that contain excessive errors or that are incomplete will be returned unchecked and any delay caused thereby will be the responsibility of the Contractor. Refer to Section 01330 - Submittal Procedures, for additional requirements.

Delete Subparagraph 3.18.1 and substitute the following:

- 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provide that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.19 ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- .1 When product manufacturer's instructions are in conflict with the Contract Documents notify the Architect for clarification before proceeding. Keep a copy of the various product manufacturers' instructions applicable to the work at the Project Site.
- .2 Halt the affected work, when notified of a proposed change, or when unsatisfactory results are anticipated. Proceed only after receiving additional instructions from the Architect.
- .3 Establish and maintain benchmarks and all other grades, lines and levels necessary for the Work. Report errors or inconsistencies before commencing work. Confirm placement of the building(s) on the site after all lines are staked out. The Contractor shall be responsible for the accuracy of the layout and of all Work. Refer to Section 01 71 23 - Field Engineering, for additional requirements.
- .4 Arrange to accommodate N.I.C. Work. When information is inadequate, request further instructions before proceeding. Refer to Section 01 11 00 – Summary of Work, for additional requirements.
- .5 Prepare quotations for proposed changes in the work as directed by the Architect. Quotations shall be in a "break-down" form, giving the number of units, unit cost of materials, hours of labor, hourly cost of labor, tools, supplies, equipment, transportation, superintendents, construction facilities and temporary controls of every nature, insurance, taxes, bonds, all other overhead costs and profit, and shall reflect credits as well as extras.
- .6 Secure required inspection and occupancy certificates, and transmit them to the Architect. Refer to Section 01 77 00 – Contract Closeout, for additional requirements.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

Add the following Subparagraph after 4.1.4:

4.1.5 The Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a.

Add the following to Subparagraph 4.2.2:

.1 The Architect's presence does not imply concurrence or approval of the Work.

Add the following to Subparagraph 4.3.6:

.1 When concealed utilities or services that are not shown on the Drawings are encountered during construction operations, the Contractor shall trace the services and determine which are active and which are abandoned. Remove abandoned lines and cap or plug piping as required. Relocate active lines as required. Submit a sketch indicating the proposed relocations of such active lines. Use materials same as those specified in the applicable Sections, where possible. Match the existing installations where suitable materials are not specified. The Contractor shall be responsible for removing abandoned lines and relocating active lines that interfere with new work.

Add the following after Sub-subparagraph 4.3.7.2:

4.3.7.3 Contractor shall anticipate and include in the construction schedule lost time due to adverse weather conditions in accordance with the following Bellaire, Texas average number of rain days per month per the National Weather Bureau. Abnormal adverse weather is defined as the number of rain days per month that are in excess of the average rain days per month. Claims for extension of time due to abnormal adverse weather shall include copies of Contractor's daily log or other written account substantiating the basis of the claim.

January 6 days	February 7 days	March 4 days	April 4 days	May 2 days	June 2 days
July 3 days	August 3 days	September 2 days	October 3 days	November 4 days	December 5 days

4.3.7.4 Extensions of Contract Time for delays in progress of Work due to abnormal adverse weather as provided in Sub-subparagraph 4.3.7.2 and 4.3.7.3 will not be allowed (1) if at least 7 hours of work time are available out of the working day, or (2) for Saturdays, Sundays or Legal Holidays, unless the Contract requires overtime work, or (3) for drying materials required to be protected. Approved extensions of Contract Time will be granted on the basis of one working day extension for each working day lost and will be added to end of Contract Time.

ARTICLE 5 - SUBCONTRACTORS

Add the following to Subparagraph 5.2.1:

.1 Not later than 30 days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as

manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

ARTICLE 7 - CHANGES IN THE WORK

Add the following to Subparagraph 7.3.6:

- .6 When identical units are added and deducted in a proposal, the net cost of change shall be limited to the net difference resulting, using identical cost figures for both added and deducted work.
- .7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. When major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following to Subparagraph 9.3.1:

- .1 Retainage: Until Final Completion, the Owner will retain 10% of the amount due Contractor for each approved Application and Certificate for Payment. Except as otherwise provided to complete the Work, balance of retainage will be paid to Contractor by Owner 30 days after Final Completion.

Add the following to Subparagraph 9.3.3:

- .1 Partial Release of Liens: Until final Completion, Contractor shall submit with each current Application and Certificate for Payment, executed copies of AIA Documents G706 and G706A, including separate releases or waivers of liens from subcontractors and material and equipment suppliers of work, labor or services performed during the last prior Application for Payment for which Contractor has been paid.

Add the following to Subparagraph 9.9.1:

- .1 Contractor's Affidavit of Payment of Debts and Claims and Release of Liens: As requisite for Owner's acknowledgment of Substantial Completion, submit an executed copy of AIA Document G 706, April 1970 edition, and AIA Document G 706A, April 1970 edition.
- .2 Consent of Surety to Reduction in or Partial Release of Retainage: As provided in Subparagraph 9.10.3, submit an executed copy of AIA Document G707A, June 1971 edition.
- .3 Consent of Surety to Final Payment: As requisite for Owner's final payment to Contractor, submit an executed copy of AIA Document G 707, April 1970 edition.

ARTICLE 11 - INSURANCE

Add the following Subparagraph 11.4.12 to the end of Paragraph 11.4:

- 11.4.12** Insurance coverages and amounts required by Paragraphs 11.1, 11.2, and 11.3 will be set by Owner prior to commencing the Work. Contractor shall notify Owner, in writing, ten (10) days prior to commencing Work if Owner's instructions for coverages and amounts of coverages have not been received.

Delete Subparagraph 11.5.1 and substitute the following:

11.5.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

11.5.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK:

Add the following to Subparagraph 12.2.1:

- .1 When non-conforming work is found, the general area of work involved shall be corrected unless the Contractor can completely define the limits. Additional testing, sampling or inspecting determined by Architect as necessary to define non-conforming work and shall be performed by Owner's independent testing laboratory, or a mutually satisfactory independent testing laboratory. All corrected work shall be re-tested at the Contractor's expense.

END OF DOCUMENT 00 73 00