

SECTION 00810 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, Fourteenth Edition, 1997. 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

1.1 BASIC DEFINITIONS

1.1.1 Change last sentence to read as follows:

The Contract Documents also include the Instructions to Bidders, and all other documents specifically enumerated in the Owner/Contractor Agreement.

1.1.2.1 Contractor shall be responsible for recording the No Work Affidavit, Contract, Bonds, Certificate of Substantial Completion and all other documents requiring recordation. The No Work Affidavit, the Contract and Bonds shall be recorded before work is begun. Contractor shall deliver to the Architect evidence of all recordations.

1.1.7 Delete as written and substitute the following:

The Project Manual is the volume or volumes, which may include, among others, bidding requirements, sample forms, Conditions of the Contract and specifications.

Add the following:

1.1.8 MISCELLANEOUS DEFINITIONS

1.1.8.1 The term "Product" includes materials, equipment, and systems.

1.1.8.2 The terms "Provide" or "Furnish" require that the Contractor shall include installation and all labor, equipment, materials, transportation, services, taxes, overhead and profit associated therewith.

1.1.8.4 "Removed and replaced" shall be understood to include "at no cost to the Owner or to the Architect".

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.2.1 Certain sections of the specifications may have a paragraph entitled, "Related Work Specified Elsewhere" or "Related Sections". It is the intent that items and work listed thereunder are to be furnished under other sections of the specifications. Whether the paragraph is included or not included in a section of the specifications the Contractor shall verify that such items are included in the bid of that section or of other sections. It shall be the Contractor's responsibility to see that all items and work required to fully complete the contract are furnished and installed. The paragraph is not intended to assign work to any particular trade or section but only to assist the Contractor and subcontractors in preparing bids.

1.2.3.1 The requirements of the Conditions of the Contract and Division 1, as applicable, shall be included in the work of the various technical sections of the specifications.

Add the following:

1.2.4 Generally recognized abbreviations for well-known and established construction industry standards and guides are used in the technical sections of the Specifications without repeating full titles. Basic designations only are used, and the latest edition of such standards published prior to the date of the Bidding Documents apply. Where such reference is made, the applicable standard is hereby made a part of the specifications, which refers to it to the same extent as if written out in that section of the specification in full.

1.2.5 Should there be any discrepancy between scale and figure dimensions, figure dimensions shall take

precedence over scale dimensions. Although dimensions may be shown in remodeling or reconstruction work, or in fitting work to existing conditions, the Contractor shall work to measurements of existing construction.

1.2.5.1 Large-scale details shall take precedence over small-scale drawings.

1.2.6 It is the intent of the drawings that all spaces, rooms, and areas shall have finishes, unless specifically shown or called for otherwise. For any areas where finishes are not indicated as to type, material, etc., Contractor shall assume they are to be finished identical to similar type spaces, and he shall include these finishes in his bid.

1.2.7 Certain symbols or markings indicated on drawings have been adopted to designate materials, although such materials may not be so marked or designated; such facts will not relieve Contractor from furnishing same. Designation method is used for convenience of reference, not as absolute indication of complete extent of materials.

1.4 INTERPRETATION

Add the following:

1.4.2 The words "shall" and "shall be" are implied by the use of a colon (:).

1.4.3 For brevity, the Contract Documents often omit the word "Contractor". In such cases, the word is implied.

1.5 EXECUTION OF CONTRACT DOCUMENTS

Add the following:

1.5.2.1 Contractor is advised to check with City, Parish/County and all utility companies concerning existing utilities, obstructions or hazards on or immediately adjacent to this property and shall be responsible for protecting and avoiding same.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Insert "in writing" between "report" and "to the" in the first sentence.

Add the following:

3.2.2.1 Contractor shall be solely responsible for the Work being within the permissible building limits of the property.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following:

3.3.4 Where a system or product installation requires more than one material or component (or is to be installed in connection with or adjoining other materials), it shall be the Contractor's responsibility to report in writing to the Architect if any of the specified items or details are not compatible or if they do not interface correctly. Failure to do so shall imply that the materials are compatible and meet with the manufacturer's and applicator's/installer's approval. Any subsequent defects or failures shall be corrected at no additional expense to the Owner or Architect.

3.3.5 Starting work on various surfaces shall imply acceptance of the surfaces as being suitable to receive the work. Any subsequent defects or failures, due to unsuitable surfaces, shall be corrected at no extra cost to the Owner or the Architect. Should any surface be considered unacceptable by the various subcontractors, manufacturers' representatives, applicators, etc., they shall so notify the Contractor, who shall make the necessary corrections, removal, repairs, etc., as required to render the surfaces acceptable.

3.3.6 If any equipment or material furnished by the Contractor or his subcontractors under this contract requires power, wiring, plumbing, or other mechanical and electrical work different from that indicated on the Contract Documents or different from that shown on approved shop drawings, the Contractor shall be responsible for any required revisions and pay any additional cost connected therewith.

3.3.7 If any equipment or material furnished by the Contractor or his subcontractors under this contract requires changes to the physical size and dimensions of areas, floor depressions, pits, room ceiling heights, structural clearances, and the like, different from those indicated on the Contract Documents, the Contractor shall be responsible for any required revisions and pay any additional cost connected therewith.

3.3.8 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, made operative, cleaned and conditioned as directed by the manufacturers unless herein specified to the contrary.

3.4 LABOR AND MATERIALS

Add the following:

3.4.1.1 All Contractors and Subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State in which the Work is located, and the various Acts amendatory and supplementary thereto; and to all other laws, ordinances, and legal requirements applicable thereto.

3.4.3.1 All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will provide only first-class results.

3.5 WARRANTY

Add the following:

3.5.2 The Contractor shall and hereby does warrant and/or guarantee all work for a period of one (1) year from the date of completion, as evidenced by the date of Substantial Completion of the Work. The guarantee implies and requires that faulty materials, workmanship and/or errors be promptly corrected by the Contractor without cost to the Owner or Architect. This provision shall not be considered as conflicting with guarantees for longer periods, either as called for in these documents or as submitted by the manufacturer of supplier of the guaranteed items.

3.6 TAXES

Add the following Subparagraphs:

3.6.2 The Contractor shall be responsible for the timely and proper payment of contributions measured by wages of his employees and the employees of his subcontractors required by Federal Unemployment Tax Act, Federal Insurance Contributions Act and the Laws of the State which apply and shall accept exclusive liability for said contributions.

3.6.2.1 The Contractor shall indemnify the Owner on account of any contributions measured by wages as aforesaid of employees of the Contractor and his Subcontractors assessed against the Owner under authority of said Acts and Laws of the said State.

3.8 ALLOWANCES

Add the following clause:

3.8.2.2 "except when installation is specified as part of the allowance. In such case, Contractor's overhead and profit only shall be added to the allowance.

3.9 SUPERINTENDENT AND PROJECT MANAGER

Add the following Sub-subparagraphs:

3.9.1.1 If Superintendent is changed during construction, Contractor shall notify the Architect, in writing, not less than seven (7) calendar days prior to that date, and new Superintendent shall be full-time on project site for a minimum of three (3) working days prior to departure of previous Superintendent.

3.9.1.2 Key Personnel listed in Attachment B to the Bid Form must be assigned to the Project. The Key Personnel for the Project may not be changed without advance, written approval by Owner.

3.11 DOCUMENTS AND SAMPLES AT SITE

Add the following Subparagraphs:

3.11.2 The record documents shall include, but not be limited to, the exact location of all new and existing underground and above ceiling utilities and all other significant changes in the work, including all addenda changes. Drawing records shall be made using contrasting colored pencils for various types of the work. Changes to specifications shall be made in the Project Manual.

3.11.2.1 All notes shall be clear and accurate. Contractor shall use one of the sets of documents furnished him for such purposes, and they shall be clearly marked "Project Record Copy".

3.11.3 Contractor shall furnish written certification to the Owner that the Record Documents prepared by him and his subcontractors include all significant changes in the work.

Delete Subparagraph 3.12.7 and substitute the following:

3.12.7 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, Product Data, Samples, or similar submittals until the Architect has taken appropriate action on the respective submittals. Such work shall be in accordance with the submittals.

3.15 CLEANING UP

Add the following to Subparagraph 3.15.1:

3.15.1 Besides the general cleaning, the Contractor shall do or cause to have done by the various subcontractors special cleaning at the completion of the work as described in Division 1.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

Add the following to Subparagraph 4.2.7:

4.2.7.1 Regardless of action taken, it does not grant the Contractor permission to proceed in error. The requirements of the Contract Documents must be followed and are not waived or superseded in any way by the submittal review.

4.2.8 In the first sentence delete the words "conduct inspections to".
In Subparagraph 4.2.10, delete last sentence and substitute the following:

4.2.10 The duties, responsibilities, and limitations of authority of such representatives shall be as set forth in AIA Document B-352, a copy of which is available in the office of the Architect.

4.5.1 Delete the last two lines and substitute the following:

"be subject to mediation upon written consent of the Owner and the Contractor."

4.5.2 Delete this Paragraph.

4.6 Delete this Paragraph and all Subparagraphs thereunder.

ARTICLE 5 – SUBCONTRACTOR'S

Add the following to Paragraph 5.2:

5.2.5 The Architect's and the Owner's approval or disapproval of any subcontractor, or pre-qualification of any subcontractor, will not relieve the Contractor of his responsibility for the performance of the work, nor will the approval of a particular subcontractor be construed as approval of any particular process or material.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Add the following:

6.1.3.1 The Contractor shall verify with the Owner that all work, materials and items furnished by the Contractor and/or his subcontractors which interface or require clearances from work performed by others will install and function properly. The Contractor shall coordinate his work so as not to interfere with work of others.

ARTICLE 7 - CHANGES IN THE WORK

Delete Subparagraph 7.2.2 and substitute the following:

7.2.2 Methods used in determining adjustments to the Contract Sum shall be limited to those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES:

Delete Sub-subparagraph 7.3.3.3 and substitute the following:

.3 "Cost plus Contractor's percentage, as follows:

I. Cost for work performed by Contractor's own forces:

- A. Costs of labor (not including Job Superintendent), including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or Workmen's compensation insurance.
- B. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- C. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- D. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- E. 10% maximum total for Contractor's overhead and profit.

II. Cost for work performed by subcontractors:

- A. Same as items A through D above, plus 10% subcontractor's overhead and 5% for sub- contractor's profit. Contractor's percentage for overhead and profit on subcontractor's work shall not exceed 5%."

7.3.6 Delete the last sentence in this subparagraph and delete sub-subparagraphs 7.3.6.1, 7.3.6.2, 7.3.6.3, 7.3.6.4, and 7.3.6.5 in their entirety.

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

Delete subparagraph 8.2.1 and substitute the following:

8.2.1 The completion of the Contract shall be within the time stipulated subject to such time extensions as may be granted under paragraph 8.3, and the Contractor waives and dispenses with any requirement for a putting in default. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the work described herein is reasonable.

Add the following sub-subparagraph:

8.2.3.1 He shall Substantially Complete the project within the specified number (if not specified, the number stated in his bid) of consecutive calendar days after the date the work officially begins. However, the Owner shall have the right to use, prior to Substantial Completion, all portions of the building that have reached such a state of completion as to permit occupancy or utilization provided that it does not hamper the Contractor or subcontractors, or prevent their efficient completion of the Contract.

8.3 DELAYS AND EXTENSIONS OF TIME

Add the following sub-subparagraph:

8.3.1.1 Extensions of time due to adverse weather conditions not reasonably anticipated will be granted only if such inclement weather occurs on a normal working day and prevents the execution of the major or critical items of work ordinarily performed at that time.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following to 9.3.1:

9.3.1.3 Applications for payment must be made in quadruplicate on AIA Form G702 and G702A (May 1983 Edition), and each application shall be notarized. Forms are available from the AIA Louisiana, 521 America Street, Baton Rouge, Louisiana 70802, Telephone No. 225/387-5579.

9.3.1.4 Until the Work is fifty percent (50%) complete, payments shall be ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case. After the Work is fifty percent (50%) complete, payments shall be ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at each site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case. Upon Substantial Completion of the entire work, payments shall be a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such retainages as the Architect shall determine for all incomplete work and unsettled claims. Notice of default by the Contractor or sub-contractor shall make this sub-paragraph null and void.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5:

9.5.3 The Owner shall have the right to act as agent for the Contractor and disburse funds withheld pursuant to this Article to the party or parties entitled to payment. The Owner will render an accounting of funds so disbursed to the Contractor.

9.8.5 Delete the second and third sentences.

9.10 FINAL COMPLETION AND FINAL PAYMENT
Delete Item (1) in subparagraph 9.10.2 and substitute the following:

9.10.2 A Certificate by the Clerk of Court that the Owner's Substantial Completion Certificate has been recorded, more than the required number of days for filing liens have elapsed, and no liens have been recorded affecting this work.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Add the following paragraphs:

10.4 CONTROL OF WORK

10.4.1 It is expressly understood and agreed that neither the Owner, nor the Architect, is in charge of the work or in control thereof; the Architect's services are for the purpose of visiting the site to compare the work against the Contract Documents and to call to the attention of the Contractor any deviations therefrom.

10.4.2 The Contractor assumes sole responsibility for appropriate safety measures, whether or not referred to or specified in the Contract Documents; any provision in the Contract Documents in conflict with this paragraph shall be null and void.

ARTICLE 11 - INSURANCE AND BONDS

Delete Article 11 and replace it with the following:

Minimum Insurance Coverages Required

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by the Biomedical Research Foundation of Northwest Louisiana, the minimum insurance coverages listed below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, including products/completed operations (\$2,000,000.00 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years following completion of the construction work. All coverages must be written on an occurrence form. Contractual Liability insurance coverage (indemnification for third party personal injury or property damage claims and the like) must be maintained to cover all of the Contractor's obligations under the contract. The Commercial General Liability insurance general aggregate limit must be at least two (2) times the each-occurrence limit. The Contractor's policy must be amended to provide for an each-project aggregate limit of insurance.
2. Workers' Compensation insurance at statutory limits, including Employer's Liability coverage at minimum limits of \$1,000,000.00 each-occurrence each accident/\$1,000,000.00 by disease each-occurrence/\$1,000,000.00 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Builder's Risk coverage as follows:
 - a. All Risk Builder's Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction or remodeling of a structure or building; and

- b. The Builders Risk policy must provide transit and off-premises coverage if the contract with the Contractor makes the Contractor responsible for materials. The deductible shall not exceed \$10,000.00; and
 - c. Soft cost coverage to include but not be limited to: rental income, additional interest expense, additional taxes, additional advertising and promotional expenses, additional commissions, legal and accounting costs and fees, additional architectural and/or engineering fees, building inspection fees and charges, administrative expenses, and additional consulting fees.
5. The Contractor must maintain a payment and performance bond in the amount of the contract cost.
 6. Umbrella Liability at minimum limits of \$5,000,000.00 each-occurrence/\$5,000,000.00 aggregate, where applicable, with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies.

Subcontractors

Any Subcontractor(s) hired by the Contractor shall maintain comprehensive general liability, workers' compensation and commercial automobile liability insurance coverages equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Biomedical Research Foundation of Northwest Louisiana accepts no responsibility arising from the conduct, or the failure to act, of any Subcontractor.

Alternate Form

A Comprehensive General Liability insurance form may be used in lieu of the Commercial General Liability insurance form required in Section I.1. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000.00 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

Endorsements

Contractor shall specifically endorse applicable insurance policies as follows:

1. The Biomedical Research Foundation of Northwest Louisiana and Morgan Hill Sutton & Mitchell Architects, LLC shall be named as an additional insured with respect to the General Liability policy, Automobile Liability policy, Umbrella Liability policy, and Builder's Risk policy, if a Builder's Risk policy is required. The Builder's Risk policy shall cover the property of the Biomedical Research Foundation of Northwest Louisiana and the Contractor, as their interests may appear.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the Biomedical Research Foundation of Northwest Louisiana shall be contained in the Builder's Risk, Workers' Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to notify the Biomedical Research Foundation of Northwest Louisiana within thirty (30) days of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the Biomedical Research Foundation of Northwest Louisiana shall receive at least sixty (60) days notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies that name the Biomedical Research Foundation of Northwest Louisiana as an additional insured must be endorsed to read as primary coverage regardless of the availability of other insurance to the Foundation.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the Biomedical Research Foundation of Northwest Louisiana.

Form of Insurance and Endorsements

All insurance must be written on forms filed with and approved by the Louisiana State Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting:

1. All endorsements and insurance coverages according to requirements and instructions contained herein.
2. The notice of cancellation or termination provisions in favor of the Biomedical Research Foundation of Northwest Louisiana.

Upon request, Contractor shall furnish the Biomedical Research Foundation of Northwest Louisiana with certified copies of all insurance policies.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following at the end of subparagraph 12.2.2.1:

For the purpose of the foregoing, work shall include but not be limited to movable or adjustable work which has not remained in normal working order, including hardware, weather-stripping, doors, windows, apparatus, machinery, and electrical and mechanical equipment.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.5 TESTS AND INSPECTIONS

Delete last sentence in 13.5.1 and substitute as follows:

13.5.1 Contractor shall bear all costs of inspections, tests, or approvals called for in these documents, including the costs of retesting if required due to non-compliance of the original tests.

Add the following sub-subparagraphs:

13.5.1.1 Tests shall be made by an independent testing agency approved by the Owner prior to the making of such tests. If any initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by such non-compliance shall be performed by the same agency.

13.5.1.2 Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

Delete subparagraph 13.5.4 and substitute the following:

13.5.4 Certificates of Inspection, Testing or Approval shall be secured by the Contractor and distributed by him in such time as to not delay progress of the work or final payment thereof.

13.5.4.1 One copy each of all tests shall be distributed (mailed direct by testing agency or Contractor)

to: Owner
 Architect
 Engineer
 Contractor

13.6 INTEREST

Delete paragraph 13.6.

END OF SECTION 00810