

Photovoltaic Panel Structure
and Parking Lot Addition
Shasta Community Health Center
Redding, CA

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions of the Contract for Construction, AIA® Document A201™-2007. 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 Add the following sentence to the end of Section 1.1.1:

The Contract Documents executed in accordance with Section 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 1.1.4 The Project

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 Add Section 1.2.1.1 to Section 1.2.1:

§ 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 2-16 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions 2-16 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.

§ 1.7 Add the following Section 1.7 to Article 1:

§ 1.7 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

Article 2: Owner

§ 2.2 Information and Services Required of the Owner

§ 2.2.3

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§ 2.2.5 Delete Section 2.2.5 and substitute the following:

§ 2.2.5 The Contractor will be furnished, free of charge, 20 copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.2.6 Add Section 2.2.6 to Section 2.2:

§ 2.2.6 The Owner will procure and bear costs of structural tests and special inspections as required by the applicable building code.

Article 3: Contractor

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following Section 3.2.4 to Section 3.2:

§ 3.2.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.4 Labor and Materials

§ 3.4.2 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.

§ 3.4.4

Add the following Section 3.4.4 to Section 3.4:

§ 3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

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§ 3.5 Warranty

§ 3.5.1 .

§ 3.6 Taxes

§ 3.6.1

§ 3.7 Permits, Fees and Notices

§ 3.7.1

Add the following two sentences to Section 3.7.1:

The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections.

§ 3.8 Allowances

§ 3.8.1

§ 3.8.2.2

§ 3.8.2.2 Delete the semicolon at the end of Section 3.8.2.2 and add the following:

, except that if installation is included as part of an allowance in Divisions 1-16 of the Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Section 7.3.6;

§ 3.9 Superintendent

§ 3.9.2

Add the following Section 3.9.2 to 3.9:

§ 3.9.2 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 .

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§ 3.10.1.1 Fast-track Schedule Reporting

Add the following Section 3.10.1.1 to Section 3.10.1:

§ 3.10.1.1 The Owner may authorize construction activities to commence prior to completion of the Drawings and Specifications. If the Drawings and Specifications require further development at the time the initial construction schedule is prepared, the Contractor shall 1) allow time in the schedule for further development of the Drawings and Specifications by the Architect, including time for review by the Owner and Contractor and for the Contractor's coordination of Subcontractors' Work, and 2) furnish to the Owner in a timely manner information regarding anticipated market conditions and construction cost; availability of labor, materials and equipment; and proposed methods, sequences and time schedules for construction of the Work.

§ 3.11 Documents and Samples at the Site

§ 3.11.1

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.5

§ 3.12.11

Add Section 3.12.11 to Section 3.12:

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1

§ 3.14. Cutting and Patching

§ 3.14.1

§ 3.15 Cleaning Up

§ 3.15.1

§ 3.18 Indemnification

Article 4: Administration of the Contract

§ 4.1 Architect

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§ 4.2 Architect's Administration of the Contract

§ 4.2.2.1

Add Section 4.2.2.1 to Section 4.2.1:

§ 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, neglect or request of the Contractor.

§ 4.3.7 Claims for Additional Time

Add the following Sections 4.3.7.3 and 4.3.7.4 to Section 4.3.7:

§ 4.3.7.3 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.

§ 4.3.7.4 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.

§ 4.3.10 Claims for Consequential Damages

Add the following sentence to Section 4.3.10:

If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Section 4.3.10 shall be applicable to claims by the Contractor against the Architect.

§ 4.6 Arbitration

§ 4.6.1

Delete the period at the end of the first sentence of Section 4.6.1 and add:

, provided such Claim involves an amount less than or equal to ten thousand Dollars (\$10,000.).

Article 5: Subcontractors

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1

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§ 5.2.1.1

§ 5.2.1.1 Not later than thirty(30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

Article 6: Construction by Owner or by Separate Contractors

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.3

Article 7: Changes in the Work

§ 7.1.4

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, 20 percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, 15 percent of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 20 percent of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 15 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.6.

.6 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. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$5,000.00 be approved without such itemization.

§ 7.3.6

Article 8: Time

§ 8.1 Definitions

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§ 8.1.4 This modification is necessary if there is a requirement or preference to measure time related to the Contract in actual working days rather than calendar days.

Delete Section 8.1.4 and substitute the following:

Model Language:

§ 8.1.4 The term "day" as used in the Contract Documents shall mean working day, excluding weekends and legal holidays.

Occasionally an Owner will want no Work to be performed on certain days when Work might normally be carried on (i.e., special religious holidays); it would be appropriate to list these in a supplement to this section.

Article 9: Payments and Completion

§ 9.2 Schedule of Values

§ 9.2.1

§ 9.3 Applications for Payment

§ 9.3.1

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.

Add the following Section 9.3.1.3 to Section 9.3.1:

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

§ 9.3.2

Add the following to section 9.3.2:

The payment for stored materials either on site or off site is intended for items that require a long lead time for purchase and delivery. Such items shall be brought to the Owner's attention, in writing and signed by both the Owner and Contractor, prior to the execution of AIA® Document A101™ 2007, Standard Form of Agreement Between Owner and Contractor. If such items are brought to the Owner's attention after the execution of AIA® Document A101™ 2007, Standard Form of Agreement Between Owner and Contractor, these items will not be paid for until their incorporation into the work.

§ 9.4 Certificates for Payment

§ 9.4.2

§ 9.6

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§ 9.8 Substantial Completion

§ 9.8.1 If designated portions of the Work are to be accepted separately by the Owner, include appropriate information in the General Requirements (Division 1 of the Specifications).

§ 9.8.3.1

Add the following Section 9.8.3.1 to Section 9.8.3:

§ 9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

§ 9.8.5

§ 9.8.5 Delete the second sentence and substitute the following:

Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to 100 percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

§ 9.10.1.1

Add the following Section 9.10.1.1 to Section 9.10.1:

§ 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

§ 9.11 Liquidated Damages

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: for Five Hundred Dollars (\$500.00).

§ 9.12 Bonus

Article 10: Protection of Persons and Property

§ 10.2 Safety of Persons and Property

§ 10.2.4

Add the following Section 10.2.4.1 to Section 10.2.4:

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§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

Add the following Section 10.2.4.2 to Section 10.2.4:

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

§ 10.3

Article 11: Insurance and Bonds

§ 11.1 Contractor's Liability Insurance

§ 11.1.1.1

§ 11.1.1.1 Delete the semicolon at the end of Section 11.1.1.1 and add:

, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

§ 11.1.1.2

§ 11.1.1.2 Delete the semicolon at the end of Section 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section;

§ 11.1.2

Add the following Sections 11.1.2.1 through 11.1.2.4 to Section 11.1.2:

§ 11.1.2.1 The limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

§ 11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$1,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$2,000,000.00 Products-Completed Operations Aggregate

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.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.

.2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA® Document A201™–1997 under Section 3.18.

.3 Products and Completed Operations insurance shall be maintained for a minimum period of at least one (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.

§ 11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage:
\$ 1,000,000 Each Accident

§ 11.1.2.4 Umbrella or Excess Liability coverage:
\$ 1,000,000.00 Over Primary insurance
\$ 10,000.00 Retention for self insured hazards, each occurrence

§ 11.1.3

§ 11.1.3 Add the following sentence to Section 11.1.3:

If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA® Document G715™–1991, *Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S*.

§ 11.3

§ 11.4 Property Insurance

§ 11.4.1.4

Delete Section 11.4.1.4 and substitute the following:

§ 11.4.1.4 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

Add the following Section 11.4.1.6 to Section 11.4.1:

§ 11.4.1.6 The insurance required by Section 11.4 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.4.7.

§ 11.5 Performance Bond and Payment Bond

Delete Section 11.5.1 and substitute the following:

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§ 11.5.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising hereunder. 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.

§ 1.5.1.1 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

§ 12.2 Correction of Work

§ 12.2.2

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 13: Miscellaneous Provisions

§ 13.5 Tests and Inspections

§ 13.6 Interest

Article 14: Termination or Suspension of the Contract