

SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the “General Conditions of the Contract for Construction”, AIA Document A201, 2007. Where any Article of the General Conditions is modified of any Paragraph, Subparagraph or Clause thereof is modified of deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.1 BASIC DEFINITIONS

Paragraph 1.1.3 of the General Conditions shall be deleted and the following language added in lieu of thereof:

1.1.3 THE WORK

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, material, equipment and service provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The work may constitute the whole or a part of the Project. If modifications to existing construction area required the Work shall also include all labor and equipment necessary to remove existing construction to be removed and to protect existing construction to remain.

2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

Paragraph 2.4 of the General Conditions shall be deleted and the following language added in lieu thereof:

2.4. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day (10) period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies with a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, included compensation for the Architect’s and/or engineer additional services and expense made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

Paragraph 2.4 of the General Conditions shall be amended by the addition of the following:

2.4.1 If the Owner chooses, the Owner will provide one or more Project Representatives to assist in carrying out the Owner’s responsibilities at the site. The Owner shall set forth the duties, responsibilities and limitations of authority of any such Project Representatives.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Paragraph 3.2 of the General Conditions shall be amended by the addition of the following:

3.2.4 If modifications to existing buildings are involved, the Contractor shall carefully study and compare the Contract Documents with existing conditions at the Job Site. He shall immediately report in writing to the Architect any error, inconsistency, or omission he may discover or any materials, systems, procedures, or methods of construction, either shown on the drawings or specified, which he judges to be incorrect, inadequate, obsolete, unsuitable for the purpose intended, or which he would not be satisfied to guarantee as specified. The Contractor shall not proceed with any construction in such areas until written instructions are received from the Architect.

3.9 SUPERINTENDENT

Paragraph 3.9.1 of the General Conditions is amended by the addition of the following:

3.9.1.1 Prior to start of construction, the Contractor shall submit written qualifications of the Superintendent and Project Manager to the Owner for his approval. The Superintendent and Project Manager shall have had recent experience in similar types of construction. The Superintendent and Project Manager shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner, unless the Superintendent or Project Manager proves to be unsatisfactory to the Contractor and ceases to be in his employ.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Paragraph 3.12.6 of the General Conditions is amended by the addition of the following:

3.12.6.1 The Contractor shall verify all dimensions and check all conditions in order to assure himself that they properly reflect those of the drawings. Any inconsistency shall be brought to the attention of the Architect. If the Architect was not notified beforehand of discrepancies occurring between ordered material and actual conditions, no adjustment in the Contract Sum or Contract Time will be allowed for the correction of such discrepancies.

4.1 GENERAL

Paragraph 4.1.3 of the General Conditions shall be deleted and the following language added in lieu thereof:

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint a new architect whose status under the Contract Documents shall be that of the former Architect.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Paragraph 5.2.1 of the General Conditions is amended by the addition of the following:

5.2.1.1 Prior to accepting bids, the Contractor shall pre-qualify Subcontractors performing major or critical portions of the Work in accordance with the bidding requirements.

Paragraph 5.2 of the General Conditions is amended by the addition of the following:

5.2.5 If requested by the Owner or Architect, the Contractor shall forward a copy of all executed Subcontracts and Change Orders with Subcontractors to the Owner within 10 days of such request.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Paragraph 5.4.2 of the General Conditions shall be deleted.

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

Paragraph 6.1.3 of the General Conditions shall be deleted and the following language added in lieu thereof:

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Paragraph 6.1.4 of the General Conditions shall be deleted.

7.0 CHANGES IN THE WORK

Paragraph 7.2 of the General Conditions shall be amended by the addition of the following:

7.2.2 The allowance of overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for any Work, performed by the Contractor's own forces, 7% of the cost
- .2 For the Contractor, for Work, performed by his Subcontractor, 7% of the amount due to the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor or Sub-subcontractor's own forces, 7% of the cost.
- .4 For each Subcontractor, for Work performed by his Sub-subcontractors, 7% of the amount due to Sub-subcontractors.

8.1 DEFINITIONS

Paragraph 8.1.2 of the General Conditions shall be deleted and the following language added in lieu thereof:

8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be

established therein. The date shall not be postponed by the failure to act of the Contractor or of persons of entities from whom the Contractor is responsible.

8.2 PROGRESS AND COMPLETION

Paragraph 8.2 of the General Conditions is amended by the addition of the following:

8.2.4 The normal working hours and the normal working days for Contractor's work on this project shall be between 7 A.M. and 5 P.M., Monday through Friday unless otherwise agreed to by the Owner and by authorities having jurisdiction.

8.2.5 Construction activities will not be permitted at times other than between the hours and days stipulated in Paragraph 8.2.4 above or subsequently approved in writing by authorities having jurisdiction.

8.2.5.1 Extension of time will not be granted and no adjustment to the Contract Sum will be allowed due to the failure to approve the performing of construction activities during hours other than 7 A.M. to 5 P.M., Monday through Friday.

8.3 DELAYS AND EXTENSIONS OF TIME

Paragraph 8.3.1 of the General Conditions shall be deleted and the following language added in lieu thereof:

8.3.1 If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or Architect, or of any employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractors control, or by delay authorized by the Owner pending litigation, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

Paragraph 8.3.2 of the General Conditions is amended by the addition of the following:

8.3.2.1 Extensions of time will be granted only if the item, task, or phase of construction delayed is critical to the Work and so indicated on the Contractor's schedule.

8.3.2.2 Extensions of time due to adverse weather conditions not reasonably anticipated will be granted only because of such inclement weather occurring on a normal working day and preventing the execution of the major or critical item of construction ordinarily performed at that time. Extensions of time for weather delays will be considered only if such inclement weather exceeds that normally recorded by the National Weather Bureau for the same month and location.

8.3.2.3 The Contractor will not be allowed any additional compensation for delays such as adverse weather, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the Owner's control.

9.3 APPLICATIONS FOR PAYMENT

Paragraph 9.3.1.1 of the General Conditions shall be deleted and the following language added in lieu thereof:

9.3.1.1 All approved Change Orders shall be incorporated into the Schedule of Values and subsequent Application for Payment.

9.6 PROGRESS PAYMENTS

Paragraph 9.6.1 of the General Conditions shall be deleted and the following language added in lieu thereof:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.7 FAILURE OF PAYMENT

Paragraph 9.7 of the General Conditions shall be deleted and the following language added in lieu thereof:

9.7 If the Architect does not issue a Certificate for Payment through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor with seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days following written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

9.8 SUBSTANTIAL COMPLETION

Paragraph 9.8.5 of the General Conditions is amended by the addition of the following:

9.8.5.1 The Contractor's warranties required by the Contract Documents shall commence on the date of Substantial Completion regardless of the warranty dates established by the equipment manufacturers or vendors.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Paragraph 9.10 of the General Conditions is amended by the addition of the following:

9.10.1.1 Final payments to the Contractor will not be made until all guarantees, warranties, operating manuals, parts list, instructions and record (as-built) drawings and any additional information as listed in Walgreens Criteria Specifications have been received by the Owner.

9.10.1.2 The Owner may require and audit of the Contractor's records. If required, the audit shall be conducted by the Owner's personnel or authorized representative. The Owner reserves the right to audit at any time during construction and within four (4) years after the Substantial Completion of the Work.

10.3 HAZARDOUS MATERIALS

Paragraph 10.3.1 of the General Conditions shall be deleted and the following language added in lieu thereof:

10.3.1 In the event the contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect.

END OF SECTION 00800