

SUPPLEMENTARY CONDITIONS

SECTION 00 73 00

PART 1 - GENERAL

GENERAL CONDITIONS: AIA Document A 201-1997 Edition: "General Conditions of the Contract for Construction" - consisting of 14 Articles, is hereby included as a part of the Contract Documents by reference. Copies are available from the office of the Architect, and from the American Institute of Architects.

The following "Supplementary Conditions" modify the "General Conditions" as if originally written therein. 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. The General Conditions may also be modified elsewhere in the Contract Documents by provisions located in other Sections of the Specifications.

ARTICLE 1 - CONTRACT DOCUMENTS

ADD to paragraph 1.2, CORRELATION AND INTENT . . . the following:

"1.2.4 Notes written in the imperative mood refer to action(s) to be performed by the Contractor, the words 'the Contractor shall' are always implied, unless otherwise noted within the Construction Documents.

1.2.5 Figured dimensions and marked data shall take precedence over scaled measurements, and details shall take precedence over smaller scale general drawings."

1.2.6 In case of conflict in or between contract requirements (General and Supplementary Conditions), General Requirements (Division-1 Specification Sections), Drawings, Specifications or manufacturer's product requirements, the Contractor will be deemed to have estimated on, and agreed to provide, the greater quantity and better quality of materials and Work.

1.2.7 If Work is required in conditions making it impossible to execute in an reasonably acceptable manner considering normal industry trade-practices, request an interpretation and clarifications from the Architect before proceeding. If no request is made, no excuses will be subsequently entertained for performance of unacceptable Work."

REPLACE Paragraph 1.5.2 with the following:

"1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined and understands the intent of the Contract Documents, that the Contractor has visited the project site and has thoroughly reviewed the conditions under which the Work will be performed (including but not necessarily limited to labor availability, codes and regulations, hazards, procedures, construction means and methods necessary and weather conditions), and that he/she has correlated his/her personal observations with the requirements of the Contract Documents. No claims will be approved for additional time or costs resulting from the Contractor's lack of familiarization as required herein."

ADD to Paragraph 1.6 - OWNERSHIP AND USE OF DRAWINGS . . . the following:

"1.6.2 If the Contractor obtains any Drawings in electronic media format from the Architect or the Architect's consultants, the Contractor hereby agrees to the following conditions:

1.6.2.1 Electronic media files are considered "Instruments of Service" by the Architect or the Architect's consultants, and the Architect or the Architect's consultant's retain all common law, statutory law and other rights, including the copyright. The transfer of electronic media is not considered a sale by the Architect of tangible goods, and neither the Owner or the Architect or the Architect's consultants makes any warranties, express or implied, of merchantability or of fitness for a particular purpose of the electronic media data.

1.6.2.2 No representation is made regarding the accuracy or completeness of electronic media data. Electronic media data may represent only a portion of the Construction Document information and, as such, it may be incomplete. Electronic media files are not to be considered as official Construction Documents, as differences may exist between the electronic file data and the corresponding hard-copy, signed, sealed and approved Construction Documents used for the project's construction.

1.6.2.3 Any transfer or translation of electronic media data from one computer to another can result in loss of important information and the Contractor assumes that risk. Further, the Contractor understands that the Contractor is responsible for any translation or modification of the electronic media data necessary for use by the Contractor.

1.6.2.4 The Contractor will not use the Electronic Media data for any purpose other than preparation of shop drawings, coordination drawings, or Record Drawings for this Project. The Contractor agrees not to transfer the electronic media data to any entity not involved in the construction Work without the prior written consent of the Architect. The Contractor further agrees to waive all claims against the Owner, the Architect, or the Architect's consultants resulting in any way from any use of the use of the electronic media data. Use of electronic media data does not reduce or minimize in any way the Contractor's responsibility to take field measurements, check dimensions, and to coordinate with other construction work at the Project Site.

1.6.2.5 Use of electronic media data will be at the Contractor's sole risk and without any liability, risk or legal exposure to the Owner or Architect or Architect's consultants.

1.6.2.6 The Contractor hereby agrees to waive and release all claims or potential claims against the Owner, the Architect, The Architect's consultants, and their respective officers, directors, employees, and agents relating to, or arising out of, the use of electronic media data, by reason of any act or omission of such parties, under any legal theories whatsoever, specifically including the negligence of any party, and including costs for defense.

1.6.2.7 In addition, the Contractor will require all subcontractors or suppliers to whom the Contractor furnishes the electronic media data to sign an identical copy of these terms and conditions. For any party who does not agree in writing to such terms and conditions, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, the Architect and the Architect's consultants from all claims, suits, expense, damages or loss, including attorney's fees, arising out of Contractor's furnishing such data to third parties."

ARTICLE 2 - OWNER

DELETE the first two (2) sentences of Paragraph 2.4.1 and ADD the following:

"If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seventy-two (72) hour 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, without prejudice to other remedies the Owner may have, correct such deficiencies."

ADD to Paragraph 2.2.5, the following:

"The Owner will provide one (1) printed set of Drawings and Specifications to the Contractor. Additional copies of Drawings and Specifications may be made by the Contractor at no additional cost to the Owner."

ARTICLE 3 - CONTRACTOR

ADD to Paragraph 3.1 - GENERAL, the following:

"3.1.4 DUTY OF COOPERATION: Issuance of the Construction Documents to the Contractor implies and anticipates continuing, and periodic communication between the Contractor and the Architect. Failure to communicate or otherwise notify the Architect of discrepancies or changes made to the project relieves the Architect of responsibility for consequences of such changes.

ADD to Paragraph 3.2 the following:

"3.2.4 Submission of any bid or proposal for the Work of this Project is deemed as a representation that the entity has examined the premises and has satisfied itself as to existing site conditions under which that entity will be obliged to operate. No additional costs for labor, materials or equipment will be allowed for failure to fully examine the site.

3.2.5 Geotechnical information will be made available to the Contractor. The Contractor is to comply with the recommendations of the geotechnical report unless otherwise indicated by the Owner. In the event of conflicting recommendations or several optional methods in such report(s), the Contractor shall submit those options to the Architect in writing. The Contractor shall obtain written clarification from the Architect regarding any conflicting geotechnical recommendations before starting that portion of the Work."

ADD to Paragraph 3.4.2 the following:

"3.4.2.1 After the Contract has been executed, the Owner will consider written requests for substitution of products in place of those specified only under the conditions set in the General Requirements (Division 1 of these Specifications).

3.4.2.2 By making requests for substitutions based on Subparagraph 3.4.3 above, the Contractor: (1) represents that he 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 have provided for the specified product, (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.

ADD to Paragraph 3.5 the following:

"3.5.2 The Contractor's warranty required in Paragraph 3.5.1 does not replace, change or otherwise limit any statutory warranty rights of the Owner, or any other Contract requirements. Such warranty is not limited to one (1) year as it is to be governed by the applicable statute of limitations for breach of contract.

3.5.3 The Contractor's contractual obligation to correct Work as defined in Paragraph 12.2 does not limit the Contractor's liability under any applicable statute of limitations, or limit any longer warranty periods required by the Contract Documents, and does not waive any of the Owner's rights under Paragraph 3.5.1 or elsewhere in the Contract Documents or as otherwise provided by law.

3.5.4 It is hereby understood that the failure of any piece of equipment, material, or service provided in this Contract to pass the applicable inspection by Owner and Architect and by any public authorities will constitute a default in performance and that the Contractor warrants that in the event of such failure, it will cause same to be corrected expeditiously and in a manner acceptable to such authorities and to the Owner. If the Contractor does not provide corrections within thirty (30) days after written notice of the default condition, the Owner may provide the corrections and charge the Contractor for all costs incurred plus a ten percent (10%) administrative fee or \$500, whichever is greater.

3.5.5 The Contractor's usual warranties (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other acceptable equivalent product manufactured by any other entity is acceptable."

ADD to subparagraph 3.7.1 the following:

"3.7.1.1 The Contractor shall pay for all hook-up charges, 'tap-in' fees, permits and other related expenses related to the construction and full connection or hook-up of all utilities."

ADD to Paragraph 3.10 the following:

"3.10.4 In the event that the Contractor fails to adhere to the schedule, the Contractor will furnish such additional labor and/or services, or work sufficient overtime as may be necessary to make progress conform to the schedule. Failure to adhere to the schedule, or failure to take steps to regain the schedule, shall constitute default within the terms of the Contract."

ADD to Paragraph 3.12.10 the following:

"3.12.10.1 The Contractor will require that any entity engaged to provide design services per Paragraph 3.12.10 will maintain Professional Liability Insurance with minimum limits of \$1,000,000 per claim and annual aggregate. Insurance coverage must be maintained not less than one (1) year after Substantial Completion. The Contractor shall provide the Architect with a Certificate of Insurance evidencing coverage prior to performance of services."

ADD to Paragraph 3.15.2 the following:

"Clean-up costs paid by the Owner will be deducted from the Contract Sum if the Contractor fails to respond to the Owner's notice (forwarded via email) within twenty-four (24) hours."

ADD to Paragraph 3.18 the following:

"3.18.3 The indemnitees of Paragraph 3.18.1 will include the Owner, the Architect, the Architect's consultants, and agents and employees of any of them. In addition to the indemnity provided by paragraph 3.18.1, the Contractor shall indemnify and hold harmless the indemnitees from and against claims, damages, losses, liabilities and expenses, including attorney's fees, in the nature of economic loss, damage to the Work itself, and administrative or civil fines and penalties, which the indemnitee suffers or incurs as a result of the acts, errors or omissions of Contractor, its Subcontractors, suppliers of any tier, their agents and employees. Any indemnitee who incurs attorney's fees and legal costs in any action to enforce the Contractor's indemnity obligations shall be entitled to recover the same from the Contractor.

3.18.4 The Contractor agrees to require all Subcontractors performing Work on this Project to include in their contracts with the Contractor a provision requiring the Subcontractors to indemnify and defend the Owner and Architect for any claims arising out of the negligence or breach of contract by the Subcontractors or their employees."

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

REVISE the next to the last sentence of Paragraph 4.2.7 to read as follows:

"The Architect's review does not constitute approval of safety precautions or, unless otherwise specifically agreed to in writing, signed by the Architect, with specific reference to the submittal, of any construction means, methods, techniques, sequences or procedures."

ADD to Paragraph 4.3.7.1 the following:

"Notice of the Contractor's intent to make a claim for additional time must be received by the Architect within seven (7) days of commencement of the event or condition forming the basis for the claim."

ADD the following to Paragraph 4.3.7.2:

"Extensions of time for adverse weather conditions will not be considered as a justification for additional compensation to the Contractor for administrative or other 'office overhead' expenses."

DELETE paragraph 4.3.10 and replace as follows:

"4.3.10 The Contractor will be liable to Owner for all direct and indirect, including consequential, damages caused by Contractor's negligence or by its breach of contract, warranty or other actionable conduct. Consequential damages to Owner shall include, but are not limited to, damages for lost revenue or income, rental expenses, loss of use, lost profit, financing and interest charges, damage to business or reputation, loss of management or employee productivity or lost services of such persons."

ADD the following Paragraph 4.7:

"4.7 DEDUCTIONS FOR COSTS OF ARCHITECT'S ADDITIONAL SERVICES:

4.7.1 THE CONTRACTOR WILL BE RESPONSIBLE for costs incurred by the Owner for the additional services of the Architect and its consultants due to the following:

1. Review of Submittals after an initial review and one (1) re-submittal review;
2. Responses to Contractor's requests for information when the information was available to the Contractor from careful study and comparison of the Contract Documents, field conditions, or prior project correspondence;
3. Evaluation of substitutions proposed by the Contractor and subsequent modifications to the Construction Documents resulting from such substitutions;
4. Additional Site Observation visits due to defects in the Work by the Contractor, or due to the failure of the Contractor to meet the project schedule;
5. Substantial Completion observations and reports beyond one (1) initial observation and one (1) follow-up observation and report.

4.7.2 THE OWNER WILL DEDUCT the above fees and expenses after submitting a Claim to the Architect for approval by Change Order, without the Contractor's signature or approval. The Contractor may contest any deduction by making a Claim in accordance with Article 4."

ADD the following Paragraph 4.4.9:

"4.4.9 During resolution of any dispute, the Contractor agrees to continue performance of the Work pending resolution. Failure to proceed will constitute a material breach of the Contract, regardless of the ultimate decision on the dispute, it being understood and agreed that that required for this Contract before starting any work at the project site. Separate Contractors will be required to comply with all safety requirements established by this Contractor (as applicable), and will not be allowed to interfere with this Contractor's construction operations."

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

ADD to Paragraph 6.1 the following:

"6.1.5 This Contractor is not responsible for the control or management of Separate Contractors, and the Owner releases this Contractor from any liabilities related to work by Separate Contractors. The Owner will require Separate Contractors to provide liability insurance equal to that required for this Contract before starting any work at the project site. Separate Contractors will be required to comply with all safety requirements established by this Contractor (as applicable), and will not be allowed to interfere with this Contractor's construction operations."

ARTICLE 8 - TIME

DELETE Subparagraph 8.3.3 in its entirety.

ADD the following to Paragraph 8.3 - Delays and Extensions of Time:

"8.3.5 The Owner may direct Contractor to work overtime, and to accelerate the Work, and if so instructed, Contractor agrees to work overtime and accelerate the Work. If such direction is not due to causes within the Contractor's control, the Owner agrees to pay for overtime and accelerated Work, but only for related overtime charges which shall consist of the premium or extra hourly wage incurred by the Contractor only. No insurance, taxes, overhead or profit shall be paid by Owner based on any premium wage paid. Written authorization for payment of overtime charges must be received by the Contractor from the Owner in writing prior to performing the Work.

8.3.6 Normal inclement weather and associated site conditions will not be considered as a valid cause for delay of the Work, as it is anticipated that the Contractor will estimate sufficiently for work stoppages due to reasonably anticipated inclement weather within the Construction Schedule.

8.3.7 Notwithstanding the foregoing, if Contractor is delayed in the performance or progress of the Work by Abnormal Weather Conditions (as defined herein) then the Contractor will be entitled to an extension of the completion date for the impacted portion of the Work provided the Contractor makes claim not more than seven (7) days after the cause of the delay begins. "Abnormal Weather Conditions" are hereby defined as temperature and precipitation that are abnormal for the location of the Work as determined by the National Climatic Data Center, Asheville, North Carolina, based on the previous ten (10) year mean for the Work location. Abnormal Weather Conditions and causes beyond the control of the Contractor which delay the work, including but not limited to catastrophic weather events, fire or vandalism, theft, actions or stoppages by public officials, shall extend the completion date by equal periods of time as the delay impacts the critical path of the Construction Schedule, provided the Contractor makes claim not more than seven (7) days after the cause of the delay begins and provides proof of impact on the critical path Work, which is not concurrent with a Contractor-caused delay.

8.3.8 To qualify as an adverse weather day, weather conditions or related site conditions must prevent Work on critical path activities for 50 percent or more of the Contractor's scheduled work day."

ARTICLE 9 - PAYMENT AND COMPLETION

ADD to Subparagraph 9.3.1, the following:

"9.3.1.3 The Owner will retain ten percent (10%) of the amount of each progress payment application until fifty percent (50%) of the Work has been completed. When the retention reaches 50% completion, it shall be paid to the Architect, and only if the character and progress of the Work are satisfactory to the Owner and the Architect, the Owner may waive additional retainage for the balance of the Contract, upon recommendation of the Architect and with the concurrence of the Contractor's surety (if any).

9.3.1.4 Funds retained during the initial 50% of the Project shall be held by the Owner until Substantial Completion. If, after 50% completion, the Owner's performance at any time is deemed deficient by Owner, the Owner reserves the right to reneate the full ten percent (10%) retainage for the balance of the Project.

9.3.1.5 Upon Substantial Completion, and with the concurrence of the Architect and the Contractor's surety (if any), retainage may be reduced to an amount equal to 200% of the value of the Work remaining to be completed, including defective work not yet remedied (whether covered by a warranty or not) and Work yet to be performed or completed, plus an amount sufficient to protect the Owner for liquidated damages or other charges, liens or offsets due the Owner."

ADD the following to Paragraph 9.3 - Applications for Payment:

"9.3.4 LIENS

9.3.4.1 If the Contractor has received payment for labor or materials and if a lien is subsequently filed by any Subcontractor claiming an interest in that labor or materials, and if same has not been released or insured over by the Owner's title company or bonded over by the Contractor within ten (10) days following the recording or filing of such Lien, the Contractor hereby authorizes and consents to an automatic deduction from the Contract Sum ("Lien Deduct Amount") in the sum of 150% of the Lien amount. Following such automatic Lien Deduct Amount, the Contractor acknowledges and agrees that the Owner may, at the Owner's sole option and discretion, have the right to: (a) place all or a portion of the Lien Deduct Amount in escrow with its title company and subsequently pay the Lien to the Lien claimant, including all accrued interest and penalties; or (b) immediately pay the Lien amount, including any accrued interest and penalties, to the Lien claimant.

9.3.4.2 The Contractor will have the right to contest and defend the Owner at the Contractor's sole expense, from and against any Lien which the Contractor contests in good faith. If the Contractor identifies qualified legal counsel to provide such defense and specifies the good faith reason to dispute the Lien, then the Owner agrees to hold the Lien Deduct Amount in escrow and not to exercise the Owner's right to pay the Lien pending resolution of such Lien claim and dispute. The Lien Deduct Amount is for the Owner's sole protection and is not for the benefit of the Contractor or any surety. The Owner may apply the Lien Deduct Amount in whole or in part to offset Owner's legal costs and to protect itself against the risk of paying twice for Work for which Contractor has been paid, and for improper claims asserted by Lien claimants.

9.3.4.3 The Contractor agrees and acknowledges that the Lien Deduct Amount, including any amount above the Lien amount paid, including all interest and penalties, shall be retained by Owner until satisfactory resolution of such Lien without risk to the Owner or the Owner's property. If such Lien is not released, bonded or insured, and not fully and successfully defended by Contractor, the Owner may accept the full Lien Deduct Amount as liquidated damages. The parties recognize and agree that it would be extremely difficult to ascertain the extent of actual costs, expenses, time and damages associated with the recording of a mechanic's lien on the Property, and that any and all Lien Deduct Amounts above the Lien amount, including any and all interest and penalty, represents as fair an approximation of the actual cost, expense, time and damage associated with resolving any lien issues as the parties can now determine."

DELETE and replace Paragraph 9.6.3 (and the reference to that paragraph in 9.6.5) with the following:

"9.6.3 The Architect will have no obligation to furnish information to subcontractors. All communication from subcontractors to the Architect shall be forwarded through the Contractor."

ADD the following new Paragraph 9.11:

"9.11 OWNER'S DIRECT PAYMENT TO SUBCONTRACTORS AND MATERIAL SUPPLIERS

9.11.1 The Owner reserves the right to make direct payments to any subcontractor or material supplier and to deduct such amounts from the Contract Sum due to the Contractor or to make payments jointly to the Contractor and to the Subcontractor as the Owner determines necessary to protect the Project Site from any liens.

9.11.2 The Owner is not obligated herein to make any direct payments to a Subcontractor or material supplier, and such payments do not create any obligation to make further payments to any Subcontractor or material supplier."

ARTICLE 11 - INSURANCE & BONDS

ADD to Subparagraph 11.1.1 the following:

"11.1.4 Liability insurance shall include all major divisions of coverage and shall be on a comprehensive basis with specified limits listed below maintained specifically for this project. Coverages shall include: Personal Injury Liability with Employment Exclusion deleted, Contractual, including specified provisions for Contractor's obligation under Paragraph 3.18, Owned, non-owned and hired motor vehicles, and Broad Form Property Damage coverage. Premises-Operations, Independent Contractor's Protective, Products and Completed Operations, Owners & Designers Protective Liability, and Broad Form Property Damage coverage. Property Damage Liability coverage shall provide X, C, and U coverages, with Completed Operations and Products Liability coverage maintained for two (2) years after final payment. The following minimum limits are applicable to each incident occurrence as well as for the total annual aggregates - which shall be dedicated specifically for this project only. Minimum coverage amounts shall be as listed below, or as required by law, whichever is greater:

	General Contractor	Sub-contractors
Worker's Comp. & General Employer's Liability:	\$ 500,000.00	\$ 500,000.00
Comprehensive General Liability, Owners & Contractor's Protective Liability, and Independent Contractors Protective Liability:	\$ 500,000.00	\$ 500,000.00
Property Damage:	\$ 5,000,000.00	\$ 1,000,000.00
Bodily injury:	\$ 5,000,000.00	\$ 1,000,000.00
Contractual Liability:	\$ 5,000,000.00	\$ 1,000,000.00
Property Damage:	\$ 5,000,000.00	\$ 1,000,000.00
Bodily injury:	\$ 5,000,000.00	\$ 1,000,000.00
Comprehensive Automobile Liability:	\$ 1,000,000.00	\$ 500,000.00
Property Damage:	\$ 1,000,000.00	\$ 500,000.00
Bodily injury:	\$ 1,000,000.00	\$ 500,000.00

11.1.5 Any person engaged in construction Work at the site must be covered under applicable Workmen's Compensation insurance, either through the General Contractor's own policy, or that of appropriate sub-contractors."

ADD to Subparagraph 11.1.3, the following:

"11.1.3.1 All certificates of insurance required herein shall name the Owner and the Architect as additional insured."

DELETE Paragraph 11.3 - Project Management Protective Liability Insurance, in its entirety.

DELETE Subparagraph 11.4.1.3 and ADD the following:

"11.4.1.3 The Contractor's responsibility for payment of the deductible amount on the Owner's Property Insurance (Builder's Risk) policy is limited to a maximum amount of \$ 10,000.00 per claim. Provide a separate Builder's Risk Property Insurance policy to insure that payment, or provide a notarized statement indicating Contractor's self-insurance for up to that amount."

DELETE from Paragraph 11.4 - Property Insurance, Subparagraph 11.4.3 and 11.4.5 in their entirety.

ADD the following to Subparagraph 11.4.7 - Waivers of Subrogation:

"Waivers of subrogation will also apply to claims covered by the Contractor's Comprehensive General Liability (CGL) insurance and the Contractor hereby agrees to include this provision in agreements with the Contractor's Subcontractors and material suppliers, as applicable. The Contractor will be responsible for all costs associated with obtaining such endorsements."

REVISE Subparagraph 11.4.9 by DELETING part of line 5 and 6 of the third sentence after the words "in interest may reach" through the words "Paragraph 4.6."

DELETE Subparagraph 11.4.10 in its entirety, and ADD the following:

"11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers."

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

ADD the following to Paragraph 12.2.1:

"12.2.1.2 Work that fails to pass inspection or approval from authorities having jurisdiction will be automatically considered as being "rejected" with or without any action by the Architect. Such failure will constitute a default in performance, and the Contractor will expeditiously correct such Work in a manner acceptable both to the authorities having jurisdiction and to the Owner."

MODIFY Subparagraph 12.2.2.1 by DELETING the second to the last sentence that begins: "During the one-year period . . ." and ADD the following:

"The "reasonable time" allowed for Correction of Work by the Contractor will be no more than thirty (30) days after receipt of notice."

ADD the following to Paragraph 12.2 - Correction of Work:

"12.2.6 As a part of the Work of this Contract, the Contractor will perform an inspection with the Owner between ten (10) to eleven (11) months after Substantial Completion of the Work. The purpose of this inspection is to ascertain any defects or failures of the Work that may be covered by the Contractor's, Subcontractors' or any manufacturer's warranties. If such defects, deficiencies or failures are discovered, the Contractor shall promptly remedy such defect and will assist the Owner in notifying the appropriate Subcontractor or manufacturer, if any, of the nature of the problem and the applicable warranty requirements.

12.2.7 If the Work covered by this Contract has staggered Substantial Completion dates, then the provisions of paragraph 12.2 shall apply separately to each separate portion or area of the Work."

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

ADD to Paragraph 13.4, the following:

"13.4.3 The services to be performed by the Architect pursuant to the service agreement with the Owner are intended solely for the benefit of the Owner, and no benefit is conferred thereby upon any person or entity not a party to that agreement. No other person or entity shall be entitled to rely on the Architect's performance of his services thereunder, and no right to assert claim against him shall accrue to the Contractor or to any subcontractor, consultant, Engineer, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of that agreement or the performance or non-performance of his services thereunder."

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT:

ADD the following to Subparagraph 14.2.1:

"14.2.1.5 If the Contractor's Experience Modification Rating (EMR) increases above a rating of 1.0."

DELETE from Paragraph 14.2.2 the phrase: "upon certification by the Architect . . . to justify such action," as the Owner may terminate the Contractor without the Architect's certification."

DELETE Subparagraph 14.4.3 in its entirety and ADD the following:

"14.4.3 In the event of termination for the Owner's convenience, the Contractor shall be entitled to receive payment for the Work already executed, and for costs incurred by reason of such termination including reasonable overhead and profit related thereto. In no event payment be provided to cover costs for overhead or potential lost profits related to the Work that is not executed."

END OF SUPPLEMENTARY CONDITIONS



THIS DRAWING has been prepared by the Architect, or prepared under his direct supervision as an instrument of service and is intended for use only on this project. All Drawings, Specifications, ideas and designs, including the overall layout, form, arrangement, and composition of spaces and elements portrayed, constitute the original, unpublished Work of the Architect. Any reproduction, use, or disclosure of the information contained herein without the written consent of the Architect is strictly prohibited.

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THE ARCHITECT DISCLAIMS responsibility for the existing building structure, site conditions, existing construction elements, or any documents, drawings or other instruments used for any part of this Project which do not bear the Architect's name or seal. The Architect's services are undertaken only in the interest of the Project Owner. No obligation is assumed by the Architect for the benefit of any other entity.

RELATED DOCUMENTS: This Drawing is a single component of an integrated set of Construction Documents. General and Supplementary Conditions of the Contract, General Requirements, Specifications, drawings or other instruments used for any part of this Project which do not bear the Architect's name or seal, constitute the entire set of documents. The Architect's responsibility for the Work is limited to the Work described. Failure to review and integrate the design intent of the whole of the Construction Documents does not relieve the Contractor from providing a complete Project.

COMPLY WITH all laws, codes, ordinances and regulations with authorities having jurisdiction and with requirements of the Landlord, if applicable. Do not start Work until all permits and required approvals are obtained. VERIFY ALL CONDITIONS and dimensions prior to construction. Commencement of work constitutes verification and acceptance of all existing conditions. Application of a material or equipment item to Work resulted by others constitutes acceptance of the Work and assumption of responsibility for satisfactory installation.

DIMENSIONS SHOWN are in final size of a material unless otherwise indicated. OMISSION & MEASURE dimensions - 10' 0" SCALED drawings unless otherwise noted.

project title

CFTNV DEVELOPMENTS, LLC
CFT RETAIL BUILDING
E. 144TH AVENUE AND GRANT STREET
THORNTON, CO 80023

project number
20045.001

drawing issuance
Permit/Bid Set 11.25.20
Construction Set 2.24.21
drawing revisions

No. Description: Date:

professional seal



drawing title

SPECIFICATIONS

drawing number

SP100

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