

**SECTION 00800 - SUPPLEMENTARY CONDITIONS****PART 1 - GENERAL****1.1 COORDINATION WITH THE GENERAL CONDITIONS**

- A. The Supplementary Conditions contain modification of and additions to AIA Document A201 "General Conditions of the Contract for Construction", 1997 Edition. Where any Article of the General Conditions is modified or deleted by these Supplements, the unaltered provisions of that Article, Paragraph, Sub-Paragraph or Clause shall remain in effect.

**1.2 MODIFICATIONS TO ARTICLES AND PARAGRAPHS OF A201**

- A. 1.2.3 ADD: "In the event of conflicts or discrepancies amount the Contract Documents, interpretations will be based on the following priorities
1. The Agreement
  2. Addenda, with those of later dated having precedence over those of earlier date.
  3. The Supplementary Conditions.
  4. The General Conditions of the Contract for Construction.
  5. Drawing and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation."

- B. 2.2.5 ADD: "The Contractor will be furnished free of charge 1 copy of the Drawings and Specifications. Additional sets will be furnished at the cost of reproduction, postage, and handling if applicable.
- C. 3.5.2 ADD: "Warranty: The Contractor hereby guarantees all work, materials and equipment to the full extent provided in the Drawings, Specifications, General Conditions and other Contract Documents for a period of one (1) year from the date of the acceptance of the Project as a whole, by the Engineer and the Owner".
- D. 3.7 ADD: "The Owner will pay for all necessary building permits".
- E. 3.9.2 ADD: "Contractors shall, within five (5) days after receiving a Letter of Intent, submit the names and resumes of their superintendents. This will include previous work experience, qualifications and references. Superintendents that are not apparently qualified will not be acceptable and an acceptable alternate will have to be submitted".
- F. 3.9.3 ADD: "If during the course of the project it is evident that the superintendent is not competent or is not managing the progress of the project or is not coordinating the various trades, then the Engineer will document such findings to the Contractor. If within 10 days of receiving such notice, no substantial effort or correction of the findings is made, then the Owner shall require the replacement of the Superintendent with an acceptable one".
- G. 3.9.4 ADD: "The Contractor shall retain the same superintendent for their work on the project while on the project. This superintendent shall not be reassigned from this project prior to completion, unless by voluntary termination of employment by the superintendent or if requested by the Owner in accordance with Paragraph 3.9.3".

**Oakhurst Dairy – New Milk Cooler**

- H. 8.2.4 ADD: "The Contractor shall include in his Lump Sum Price all of the labor necessary for completion of the project. Overtime that is initiated by the Contractor will not be reimbursable and shall be included in the Lump Sum Price. Contractor shall include in his bid any overtime necessary to complete the project on time".
- I. 9.3.1.3 ADD:"Until Substantial Completion, the Owner shall pay 95% of the amount due the Contractor on account of progress payments. At Substantial Completion, the Owner will hold twice the value of incomplete work and punchlist items. The Owners Representative will determine the value of uncompleted work and punchlist items. 30 days after the Substantial Completion date, the Contractor may bill for retainage. At the completion of uncompleted work and punchlist items, the Contractor may bill for the outstanding amount due.
- J. 10.1.2 ADD: "The Contractor shall maintain one set of Material Safety Data Sheets (MSDS) in accordance with Government regulations. The Contractor shall be responsible for continually updating their MSDS sheets on site".
- K. 11.1.2.1 ADD: "The insurance required by Subparagraph 11.1.1 shall name The Owner, the Owners Representative, and FACILITIES DESIGN, INC. as additional insured".
- L. 11.1.2.2 ADD: "For the duration of the Contract, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the state, Statutory Workmen's Compensation including Occupation Disease as required by the laws of the state and also Employer's Liability Insurance with limits not less than the following":

Employer's Liability:	\$100,000.00 each accident
	\$500,000.00 disease (Policy Limit)
	\$100,000.00 disease (each employee)

- M. 11.1.2.3 ADD: "For the duration of these Contracts, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the state, Comprehensive General Liability, with limits not less than the following":

Per Occurrence Limit:	\$1,000,000.
Products and Completed Operations Aggregate:	\$1,000,000.
General Aggregate Limit:	\$2,000,000.
Personal and Advertising Injury	\$1,000,000.

- N. 11.1.2.4 ADD: "For the duration of this Contract, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the state, Comprehensive Automobile Liability Insurance, including coverage for accidents related to operation of motor vehicles owned, non-owned, or leased, with limits not less than the following:

Single Combined Limit:	\$1,000,000.00
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- O. 11.1.2.5 ADD: "For the Duration of these Contracts, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the state, Umbrella Liability, with limits not less than the following":

Umbrella Liability:	\$5,000,000.00 each occurrence/aggregate.
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- P. 13.5.1 STRIKE: “and shall bear all related costs or tests, inspections, and approvals.”
- Q. 13.5.1.1 ADD: “The Owner will pay for an independent testing agency, selected by the Owner, for tests, inspections, and approvals of portions of the work required by the Contract Documents or by law, ordinances, rules, regulations or orders of public authorities having jurisdiction.”
- R. 13.5.7 ADD: “The Contractor shall be responsible for providing ladders, lifts and operating personnel as required for periodic observations upon advance notice from the Engineer or Owner.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

END OF SECTION 00800