

DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 SUMMARY

- A. This document includes information pertaining to geotechnical data.

1.2 INVESTIGATION

- A. An investigation of subsurface soil conditions at the building site was authorized by the Owner, and was subsequently performed by [_____], project no. [_____], dated [_____].

1.3 REPORT

- A. The Geotechnical Investigation Report is for information only, and is not a warranty of subsurface conditions.
- B. The Report is made available for information only, and is not a Contract Document.
- C. The information contained in the Report represents design criteria, recommendations, and guidelines that were utilized as the basis of design for the engineering of the earthwork operations, paving design, and foundation design indicated in the Contract Documents. No changes in this design criteria will be considered or permitted. Where options are indicated, the options were considered by the respective design team members and implemented in the construction documents.

1.4 RESPONSIBILITY

- A. Bidders are expected to examine the site and subsurface investigation reports and then decide for themselves the character of the materials to be encountered.
- B. The Architect and Owner assume no responsibility for variations in subsoil conditions, quality, or stability, or for the presence, level, and extent of underground water.
- C. The Architect and Owner assume no responsibility for Bidder's interpretation of data contained in the Report.

END OF DOCUMENT 003132

DOCUMENT 007000 - GENERAL CONDITIONS

1.1 GENERAL CONDITIONS

- A. The "General Conditions of the Contract for Construction", AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15 inclusive, is a part of this Contract, and is available for review from the Architect. The General Conditions and all modifications listed hereinafter shall apply to all various subcontracts and sub-subcontractors.
- B. Refer to Document 008000 for Supplementary Conditions.

END OF DOCUMENT 007000

DOCUMENT 008000 - SUPPLEMENTARY CONDITIONS

1.1 SUPPLEMENTS

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

1.2 REFERENCE TO DIVISION 01

- A. With regard to provisions of General Conditions related to project administrative or work-related requirements of the Contract, some of those paragraphs are modified or deleted from General Conditions, and are specified in Division 01, "General Requirements" of the Specifications.

ARTICLE 1 - GENERAL PROVISIONS

Add the following new paragraphs:

MISCELLANEOUS DEFINITIONS

The term "Product" as used in these Contract Documents includes materials, systems, and equipment.

The term "provide" as used in this Project Manual means to furnish and install.

CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following new subparagraphs:

The inter-relation of the Project Manual, the Drawings and the schedules is as follows: The Project Manual determines the quality, nature and setting of the several materials; the Drawings establish the quantities, dimensions and details; and the schedules give the location. The documents are to be considered as one and whatever is called for by any one shall be as binding as if called for by all.

Should the drawings disagree in themselves, or with the Project Manual, or if proprietary information disagrees with performance requirements in either the Drawings or the Project Manual, the better quality or greater quantity of the Work or materials shall be estimated upon, and unless otherwise ordered by the Architect in writing, shall be performed or furnished. Should discrepancies or doubt occur, do not proceed with the Work without clarification from the Architect. Contractor shall request clarification in sufficient time to avoid delays and increases in the contract sum.

ARTICLE 3 - CONTRACTOR

REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add following sentences to subparagraph 3.2.2:

If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of work. Upon commencement of any item of work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to Owner.

Before ordering any material or doing any work, Contractor shall verify dimensions and check conditions in order to assure himself that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.

SUPERVISION AND CONSTRUCTION PROCEDURES

Supplement as provided in Division 01.

LABOR AND MATERIALS

Add the following new paragraph:

After the Contract has been executed, the Owner and the 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 of the Specifications, Division 01. Refer to Division 01 for supplemental information.

WARRANTY

Supplement as provided in Division 01.

ALLOWANCES

Supplement as provided in Division 01.

CONTRACTOR'S CONSTRUCTION SCHEDULES

Supplement as provided in Division 01.

DOCUMENTS AND SAMPLES AT THE SITE

Supplement as provided in Division 01.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Supplement as provided in Division 01.

USE OF SITE

Supplement as provided in Division 01.

CUTTING AND PATCHING

Supplement as provided in Division 01.

CLEANING UP

Supplement as provided in Division 01.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Add the following new paragraph

Coordinated construction work under this Contract includes, but not be limited to, providing concealed blocking as noted for attachment of separate contract items in locations necessary for the actual items to be installed. Providing proper dimensional coordination of separate contract supplied items for general construction work and trim that is to meet and/or adjoin Furniture, Fixtures, Equipment and Accessories.

It is a requirement of the Contractor's work schedule to provide the cooperation, coordination and exchange of information necessary for a timely execution of separate contract work.

ARTICLE 7 - CHANGES IN THE WORK

GENERAL

Supplement as provided in Division 01.

Add the following new paragraphs:

Except as provided in this article, no oral statement, or direction of Architect or Owner shall be treated as a Change Order or entitle Contractor to an adjustment to the Contract Sum or the Contract Time.

Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

ARTICLE 8 - TIME

DELAYS AND EXTENSIONS OF TIME

Add the following new paragraphs

Apart from extension of time, no payment or claim for damages shall be made to Contractor as compensation for damages for any ordinary delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delay be avoidable or unavoidable.

In order to claim an inclement weather delay day, Contractor must:

Document, in writing, that the weather on the particular day was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted its ability to make progress on critical path work items. Inclement weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.

Submit such delay claims on a weekly basis, not more than 7 days following the day of occurrence.

Summarize the number of days claimed for the entire month accompanying each month's application for payment.

ARTICLE 9 - PAYMENTS AND COMPLETION

SCHEDULE OF VALUES

Supplement as provided in Division 01.

APPLICATIONS FOR PAYMENT

Supplement as provided in Division 01.

Add the following new subparagraph:

Unless otherwise stated in the Owner-Contractor Agreement, the Owner will retain, until Final Payment, 10 percent of the amount due the Contractor on account of progress payments, payable 30 days after Substantial Completion and/or satisfactory evidence to the owner that all payments, bills, and claims have been paid.

Add following Sub-subparagraphs:

Monthly Applications for Payment shall include waivers of liens for all work included in previous months' application for payment. Waiver of Liens for subcontractors and materialmen shall be total amount paid prior to previous months' application for payment.

DECISIONS TO WITHHOLD CERTIFICATION

Add following Sub-subparagraph 9.5.1.8 to Subparagraph 9.5. Failure to submit written plan indicating action by Contractor to regain time schedule for completion of Work within Contract Time.

Failure to keep record documents current.

SUBSTANTIAL COMPLETION

Supplement as provided in Division 01.

FINAL COMPLETION AND FINAL PAYMENT

Add the following new paragraph:

In addition to the items listed in 9.10.2, the Contractor shall deliver 4 sets of the following items to the Owner before final payment will be made:

1. Other close-out submittals as specified in Division 01.
2. Project record documents as specified in Division 01.
3. Operations and maintenance data as specified in Division 01.
4. All warranties as required on specific products or portions of the Work, in format outlined in Division 01.
5. Spare parts, overages, and maintenance materials as outlined in Division 01 and described in the various technical sections.
6. Certificates of occupancy.
7. Copies of all inspection tags from authorities having jurisdiction.
8. Executed Certificate of Substantial Completion.

ARTICLE 11 - INSURANCE AND BONDS

CONTRACTOR'S LIABILITY INSURANCE

Crescent Bishop Arts, Dallas, Texas
WDG Project No. DA16012

008000 - 3

SUPPLEMENTARY CONDITIONS
13 July 2016

Add the following new Sub-subparagraphs:

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises Operations (including X-C-U).
- .2 Independent Contractor's Protective.
- .3 Products and Completed Operations.
- .4 Contractual including specified provisions for the Contractor's obligations under Paragraph 3.18.
- .5 Broad Form Property Damage including Completed Operations.
- .6 Personal Injury Liability with Employment Exclusion Deleted.
- .7 Owner's and Contractor's Protective.
- .8 Excess Umbrella.

Insurance certificate(s) shall specify Owner as the certificate holder and (except for Workers' Compensation) as an additional insured.

Add the following to the first sentence after the word "law":

"or as otherwise required by the Owner"

ARTICLE 13 - MISCELLANEOUS PROVISIONS

TESTS AND INSPECTIONS

Supplement as provided in Division 01.

END OF DOCUMENT