

AIA Document A201-2007

Supplementary Conditions to AIA Document A-201-2007

(Current as of 07-07-09)

The following supplements modify, delete from and add to the General Conditions of the Contract for Construction, AIA Document A201-2007. Where any article or section of the General Conditions is modified, or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, then the unaltered provisions of the article, paragraph, subparagraph or clause shall remain in effect except to the extent contrary to these supplementary conditions.

ARTICLE 1. GENERAL PROVISIONS

1.1.1 should be amended to change the last sentence to read: “The Contract Documents shall also include the bidding documents, including the invitation to bid, instructions to bidders, contract requirements and _____.”

Add 1.1.1.1 as follows: “1.1.1.1-The Contractor shall provide statutory required plans and specification covering the means and methods for trench excavation safety for inclusion in permit applications.”

1.1.2 should be amended by deleting the last sentence.

Modify 1.1.6 to add the following sentence: “Specifications may be in the one or more parts of the Contract Documents.”

1.1.8 shall be amended to read: “1.1.8. Initial Decision Maker. The Initial Decision Maker shall be the Architect.”

Add 1.2.3.1 as follows: “1.2.3.1 – In general, the Drawings are intended to nominate and establish the location, quantity and relationship of work, and the Specifications are intended to define the type and quality of materials and workmanship requirements of the work shown. In cases of conflict between the Drawings and Specifications or with either, the Contractor shall submit prompt request for direction before proceeding. The requirements for the greatest quantity or the highest quality shall govern unless otherwise directed.”

Add 1.2.3.2. as follows: “1.2.3.2 When a requirement is made by the Contract Documents that is not possible to meet, such as the requirements for an unavailable material, the Contractor shall submit prompt notice to the Architect for direction under Article 4.2.1.”

Add 1.2.4 as follows: “1.2.4 Before bidding, ordering any material or doing any work, each contractor shall verify all measurements and conditions, existing and new, at the jobsite and be responsible for the correctness of the same. No extra charge or

compensation will be allowed on account of difference between actual dimensions and conditions and the ones indicated on the Drawings.”

ARTICLE 2 OWNER

Delete 2.1.2 in its entirety.

Add 2.1.3 as follows: “2.1.3. The Owner reserves the right to observe the Work at any time. The presence of the Owner or its representatives at the project site does not imply concurrence or approval of the Work. The Contractor shall call specific items to the attention of the Architect if the Contractor wishes an opinion.”

Delete Section 2.2.1 (related to Owner’s financial arrangements).

Add 2.5 as follows: “2.5.1 The Contractor shall keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, including records of subcontractors, which records shall be open to audit by the authorized representative of the Owner or the Owner during the performance of the Work and for three years after Final Payment.”

ARTICLE 3 CONTRACTOR

Add 3.1.1.1 as follows: “The Contractor is responsible for determining that all of the Contractor’s subcontractors are duly licensed in accordance with the federal, state and local licensing laws.”

Delete the last sentence of 3.3.1.

Add 3.4.2.1 as follows: “3.4.2.1 By make requests for substitutions as provided above, the Contractor represents that the Contractor has personally investigated the proposed substitute produce and determined that it is equal or superior in all respects to that specified, represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified; certified 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 that subsequently become apparent; and will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.”

Add 3.6.1 as follows: “Article 3.6 notwithstanding, the Owner is exempt from the payment of Texas Sales Tax on materials required for the Work. Therefore, to comply with the law, the Contract Sum shall be broken down into the amount of cost for labor and the amount of cost for materials. This breakdown shall be provided by the Contractor immediately upon notification that the Contractor is the apparent successful bidder so that it can be set out in the Contract.”

Change 3.7.3 to read as follows: “3.7.3 If the Contractor performs Work that the Contractor knows or reasonably should have know to be contrary to applicable laws, statutes, ordinances, codes, rules or regulations, or lawful orders of public authorities, then the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.”

3.7.4 Change “21 days” to “10 calendar days”.

ARTICLE 4 – ADMINISTRATION TO THE CONTRACT

Delete 4.1.3 in its entirety.

Add the following sentence to 4.2.2: “If the Architect directs the Contractor to cease using a particular means, method, technique, sequence or procedure because, in the Architect’s opinion, the such means, method, technique, sequence or procedure may have an adverse effect on the finished work, then the Architect may direct the Contract to submit an alternative plan for the Architect’s approval.”

Add to 4.2.14 the following sentence: “The Architect is not, however, authorized to make verbal or written changes or modifications in the Contract Documents, to direct any additional work not required by the Contract Documents, or to waive the performance by the Contractor of any requirement of the Contract except as provided in “Changes In the Work” (Article 7).”

ARTICLE 5 – SUBCONTRACTORS

5.2.2. Omit the first sentence.

Delete 5.2.3 in its entirety.

ARTICLE 6 –CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Add 6.2.6 as follows: “6.2.6. The Contractor and each separate Contractor shall together, and without reliance on the Owner’s or Architect’s determination, establish the conditions of the premises before commencement of the work on each such separate contract, and the parties shall adjust all claims for damages to each others work between themselves, but the Owner may withhold the value of all such corrections from payments to both Contractors pending settlement of disputes between the Contractors concerning such damage.”

6.3. Omit the words “the Architect”.

ARTICLE 7 – CHANGES IN THE WORK

7.3.6 Modify the first sentence to read: “If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, which must be described in the Construction Change Directive.”

7.3.6 Modify the first sentence of 7.3.7 to read as follows. “If the Contractor disagrees in writing within ten (10) calendar days of the date of the Construction Change Directive, the method and the adjustment shall be determined as a Claim.”

ARTICLE 8 – TIME

8.1.4 Omit the words “unless otherwise specifically defined.”

Add 8.1.5 as follows: “Bidders must take into account their expected downtimes due to typical weather conditions for the CITY OF TOMBALL at the time that the work is performed, equipment breakdowns, labor shortages, scheduling conflicts, material delivery delays, recognized holidays, or any other incidents or conditions that can be expected to occur on a project of this size and magnitude. The Contractor’s failure to properly staff the job, failure to manage the work, or failure to allow for normal, seasonable weather delays shall not entitle the Contractor to additional time. No extensions of contract time due to weather delays shall be considered by the Owner unless the Owner is satisfied that the weather was significantly severe and unusual for long periods of time in which the work is performed and that the overall Project completion time was, in fact, truly impacted by the severe and unusual weather.”

8.3.1 Add the following sentence. “The Contractor shall give the Owner written notice of any delay, including delay caused by the Architect, as soon as possible but in any event within seventy two (72) hours of the beginning of the delay.”

Add 8.3.2.1 as follows: “8.3.2.1 – In the case of claims for extension of time because of severe or unusual weather, such extension of time shall be granted only because of said weather preventing the execution of the item of work underway at the time that controls overall job progress, equivalent to an item on the critical path of a network progress schedule, or such an item.”

Omit 8.3.3 in its entirety.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3.1 Change the first sentence to read in part as follows: “At least thirty (30) days before the date established for each progress payment...”

Add 9.3.1.3 as follows: “9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.”

Add 9.7.1 as follows: “Notwithstanding the other provisions of Article 9, the Owners obligation for timely payment shall be conditioned on the allowance in the Contractor’s payment application procedure for thirty (30) days for handling by the Owner and 5 days by the Architects plus transit time between their offices.”

Delete 9.10.4 in its entirety.

Add 9.11 as follows: “9.11.1 The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Completed on the date set forth in the Contract Documents. The Owner may assess liquidated damages against the Contractor (and its surety) in an amount equal to .5% of the Contract per week for each project, as fixed, agreed and liquidated damages and not a penalty, for each calendar day of delay until the Work is Substantially Completed. In the event liquidated damages are caused by the Contractor and another entity, the Owner may reasonably apportion damages. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner.”

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

Delete 10.3.3 in its entirety.

Modify 10.3.4 to read “The Owner shall not be responsible for materials and substances brought to the site by the Contractor.”

Delete 10.3.6 in its entirety.

ARTICLE 11 – INSURANCE AND BONDS

Amend 11.3.1 through 11.3.5 to read as follows: “11.3 The Owner does not intend to purchase property insurance for the Project. The Contractor may effect that will protect the interests of the Contractor, subcontractors and others in the Work.”

Comment [s1]: Discussion required.

Delete 11.3.2 in its entirety.

11.3.3 – Delete the lasts sentence.

Delete 11.3.4 in its entirety.

Change 11.3.7 as follows: Insert the phrase “To the extent permitted by their respective insurance policies...” to the beginning of the first sentence. Insert the phrase “If available” to the beginning of the sentence which begins “The policies shall provide such waivers...”.

11.4.1 and 11.4.2 shall be amended to read: “11.4 The Contractor shall furnish performance and payments bonds covering faithful performance of the Contract and payment of the obligations arising thereunder. Bonds must be obtained through

companies licensed to do business in the State of Texas 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. The bonds must meet all the requirements of the Texas Local Government Code and Chapter 2253 of the Texas Government Code.”

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

Modify the last sentence of 12.1.2 to read: “If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor’s expense.”

Delete 12.2.2.3 in its entirety.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Delete 13.6 in its entirety.

Delete 13.7 in its entirety.

Add a new 13.8 that reads as follows: “The signing parties to this agreement do not intend to confer any rights upon any persons not a party to this Contract; accordingly this contract shall not be construed to create any third party beneficiaries.”

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.2.2 Delete the phrase “upon certification by the Initial Decision Maker that sufficient cause exists to justify such action” from the first sentence.”

14.2.4 Delete the phrase(s) “shall be certified by the Initial Decision Maker, upon application, and” from the last sentence of 14.2.4.

14.4.3 Delete the phrase “on the Work not executed.”

ARTICLE 15 - CLAIMS AND DISPUTES

15.1.2 Change both “21 days” to “10 calendar days”.

15.2.3 Delete the second sentence.

15.1.6.2 Delete the phrase “except anticipated profit arising directly from the Work”.

15.2.1 Delete the phrase “excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10 in the first sentence. Change the second and third sentences to read: “An initial decision shall be required as a condition precedent to litigation of any Claim unless 30 days have passed after the Claim has been referred to the Architect with no decision have been rendered in writing. The Architect will not decide disputes between the Contract and persons or entities other than the Owner.”

15.2.2 Change ten days to “five work days” and change numbered clause (3) to read: “forward the claim to Owner with a recommendation that the claim be approved”.

15.2.4 Change the last sentence to read: “Upon receipt of the response or supporting data, if any, the Architect will either reject the claim or forward the Claim to the owner with recommendation that the claim be approved in whole or part.”

15.2.5 Change the first sentence to read: “The Architect will evaluate claims by written decision and notify parties of any recommended changes to Contract Sum or Contract Time or both.

Delete 15.2.6 and 15.2.6.1 in their entirety.

Delete 15.2.8, 15.3 including all subparts (15.3.1, 15.3.2, 15.3.3) and 15.4 including all its subparts (15.4.1 through 15.4.4.3) in their entirety.