

DOCUMENT 00801
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8)(1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

1.01 Add the following language as paragraph 1.01

- 19. *Engineer* for this project is:
Caldwell Richards Sorensen
2060 East 2100 South
Salt Lake City, UT 84109
- 30. *Owner* for the project is:
Farmington City
130 North Main Street
Farmington, UT 84025

2.05C Add the following as additional insured:
Caldwell Richards Sorensen
Farmington City staff and volunteers

3.06 Add the following paragraph:

3.06 Assignment of Contract

- A. Neither the CONTRACTOR nor the CITY shall sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

3.07 Add the following paragraph:

3.07 Oral Agreements

- A. No oral order, objection, claims or notice by any to the others shall affect or modify any of the terms of obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and not evidence shall be introduced in any proceeding of any other waiver or modification.

4.02 The following reports of explorations and tests of subsurface conditions at the site of the Work:

5.02A ~~Delete~~ any reference of OWNER purchasing or otherwise providing any coverage associated with this project.

5.02B Add a new paragraph B as follows:

- B. Insurance is to be placed with insurers with an America's Best rating of not less than A:VIII.

5.03 List of names of other persons or entities to be included as additional insured:

Caldwell Richards Sorensen
Farmington City, its elected and appointed officials, its employees, volunteers and agents

5.04 The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers Compensation, etc., under paragraphs 5.04A and 5.04B,

- 1. State: Statutory (\$1,000,000 Per Accident)

provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER'S CONSULTANTS and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Builder's Risk, special peril, or risk of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and Work in transit is not required.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
 5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of 5.08.
- C. Any deductible or self-insured retentions, must be declared to and approved by the OWNER. At the option of the OWNER, either; the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER, its officials and employees; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

6.01B Add a new sentence at the end of paragraph 6.01B as follows:

- B. If during the performance of the Work, the OWNER determines that the CONTRACTOR has provided an incompetent resident superintendent, the OWNER shall notify the CONTRACTOR in writing, and the CONTRACTOR shall replace said resident superintendent within seven days with a competent resident superintendent.

6.06B Add new paragraphs to the end of paragraph 6.06B as follows:

1. CONTRACTOR shall not be permitted, without the express written authorization of OWNER, to subcontract more than 80 percent of the CONTRACTOR'S work. Said percentage shall be computed by dividing the summation of total cost for all subcontracted work by the CONTRACTOR'S price or the summation of all total man hours for all subcontracted work by the summation of all total man hours required for CONTRACTOR'S work, whichever is less.
2. CONTRACTOR shall not be permitted, without the express written authorization of OWNER, to subcontract more than thirty percent of the CONTRACTOR'S work to any one subcontractor. Said percentage shall be computed by dividing subcontractor's total cost by CONTRACTOR'S contract price, or by dividing subcontractor's total man-hours by CONTRACTOR'S total man-hours, whichever is less.

6.08 Delete the first sentence of paragraph 6.08 and substitute the following sentence to read as follows:

- 6.08 Unless otherwise provided in Section 01005 – Administrative Provisions, CONTRACTOR shall obtain and pay for all construction permits and licenses.

6.11A Add a new paragraph 4 as follows:

4. In addition to the requirements of Article 6, the CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general

public and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authority. Maintain proper functioning of all gutters, storm drain inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

6.19A Revise paragraph 6.19A to read as follows:

- A. CONTRACTOR warrants and guarantees to ... defective. The warranty period will be for a minimum of **two year**, beginning at the date of final acceptance of the Work. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

6.20 Delete paragraph 6.20A in its entirety and insert the following in its place:

- A. To the fullest extent permitted by Law or Regulation, the CONTRACTOR shall indemnify, hold harmless, and defend the OWNER and its agents, architects, engineers, consultants, officers, agents, servants, employees, and each of them (hereinafter individually and collectively, the "Indemnitees") from and against any and all liability, claims, damages, injury of any kind or nature whatsoever (including death) and cost of defense to any person or property (including, without limitation, claims for injury to or death to any employee of CONTRACTOR, Subcontractor or Supplier) which result from, arise out of, or occur in connection with the execution of the Work, whether or not such claims are based upon actual or alleged active or passive negligence or wrongdoing of any indemnitee, except that the CONTRACTOR shall not be required to indemnify an Indemnitee against a claim or loss that is the result of the Indemnitee's sole negligence or willful misconduct. CONTRACTOR shall indemnify Indemnitees from and against all loss, cost, expense, liability, damage or injury, including legal fees, that Indemnitees may directly or indirectly sustain suffer or incur as a result thereof, and the CONTRACTOR agrees to and does hereby assume on behalf of Indemnitees the defense of any action at law or in equity which may be brought against Indemnitees by reason of such claim, and will pay on behalf of Indemnitees, upon their demand, the amount of any judgement that may be entered against Indemnitees or any of them in any such action. In the event that any such claims, loss, costs, expense, liability, damage or injury arise or are made, asserted or threatened against and Indemnitee for which the insurer of CONTRACTOR does not admit coverage, or if the OWNER deems such coverage to be inadequate, the OWNER shall have the right to withhold from any payments due or to become due to the CONTRACTOR an amount sufficient to protect Indemnitees from such claims, loss costs, expense, liability, damage or injury, including legal fees. The CONTRACTOR will require any and all subcontractors and supplier to conform with the provisions of this clause prior to commencing any work and agrees to insure this clause in conformity and Article 5. Bonds and Insurance, herein.

8.02 Add the following paragraph 8.02B:

- B. Work on the Project shall cease in such an event until new ENGINEER is appointed and is on site.

11.03C Delete paragraph 11.03C in its entirety and insert the following in its place:

- C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. If the cost of a particular item of Unit Price Work amount to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and
 - 2. If there is no corresponding adjustment with respect to any other item of Work; and
 - 3. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in

the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

14.02B Add the following sentence at the end of paragraph 14.02B as follows:

The OWNER shall retain five percent of the amount of each payment, according to State law, until final completion and acceptance of all Work covered by the Contract Documents, and held in an escrow. Account.

17.06 Add a new paragraph 17.06 to read as follows:

17.6 If any provision of portion of the Contract Documents is held unconstitutional, invalid or otherwise unenforceable the rest of the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired or invalidated. However, in such an event, the OWNER reserves the right at it sole option to declare the Contract void and to enter into negotiations with CONTRACTOR for a new Contract.

17.07 Add a new paragraph 17.07 to read as follows:

17.07 The OWNER is an equal employment opportunity employer.

END OF SECTION