

## SUPPLEMENTARY CONDITIONS

### ARTICLE I. GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201/CMA-1992, are hereby made a part of the contract documents, the same as if printed in full and bound herein. Should these supplementary conditions conflict with AIA Document A201CMA, these supplementary conditions shall take precedence.
- B. The following provisions, together with the General Conditions, the drawings, specifications, and agreements between the Owner and the Subcontractors, are complimentary in the Contract, each with the other, as if therein specifically reiterated.

### ARTICLE II. CONSTRUCTION METHOD

- A. Construction work on this project shall be contracted for and performed under a system of construction management where the Owner contracts directly with various "Subcontractors" for performance of various portions of the work. These "Subcontractors" become prime contractors for their portion of the work. These contractors shall be monitored by and work under the direction of the Construction Manager.
- B. Where these specifications call for work to be performed by the Subcontractor, this shall be construed to place the responsibility for this work on the Subcontractor employed by the Owner to do the work required under that particular portion of the Contract Documents. Likewise, any reference made to Contractor shall be taken as meaning Subcontractor.
- C. If no contract has been negotiated (or awarded) for a particular portion of the work, work required under that portion of the Contract Documents shall, with Owner's approval, be done by the Job Superintendent and paid for directly by the Owner.
- D. The following have been retained by the Owner as his representatives for the project.
1. Construction Manager
  2. Job Superintendent
  3. Architect

### ARTICLE III. DEFINITIONS

Whenever the following terms are used in these Specifications or in the Contract, the intent and meaning shall be interpreted as follows:

- A. Owner: The person, person, or organization responsible for the execution of this contract in the name of the Project.
- B. Architect/Engineer: \_\_\_\_\_ A person registered as an architect in the state where the work is to be performed and/or a person licensed as a professional engineer employed to provide professional architectural or engineering services and having overall responsibility for the design of the Project
- C. Construction Management: A firm retained by the Owner with personnel and construction teams who perform for the Owner as the Construction Manager in corresponding with the Architect/Engineers for the acquisition of bids and selection of subcontractors.
- D. Job Superintendent: A person retained by the Owner for the purpose of continuous supervision and coordination of the work.
- E. Subcontractor: A person or organization who contracts for the performance of part of the work with the Owner.
- F. Project: The term "Project" shall include the construction

of any building or any structure or any facility or utility appurtenant thereto including original equipment and original furnishings thereof and of any addition to, alteration, rehabilitation, or repair of any existing building or any structure, or any facility or utility appurtenant thereto.

- G. Work: All labor, plant, materials, facilities, and all other things that are necessary or proper for or incidental to the construction required by the Contract Documents.
- H. Date of Substantial Completion: The date of Substantial completion of the Work or designated portion thereof is the date certified by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents, so the Owner may occupy the work, or designated portion thereof, for the use for which it is intended.

#### ARTICLE IV. TAXES AND FEES

- 1. The subcontractor shall pay all applicable Social Security and other taxes, including unemployment taxes, applicable to labor and materials furnished under his contract.
- 2. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales Excise and Use Tax Act.

Taxes normally levied on the purchase, rent or lease of all materials, supplies, and equipment used or consumed in the performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the State Comptroller of Public Accounts Ruling No. 95.0.09 as amended to be effective October 2, 1968. Exemption certificate is available from Owner.

Failure of Contractor to take advantage of this exemption shall make him responsible for paying tax at no additional cost to Owner.

#### ARTICLE V. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph V.
- B. In claims against any person or entity indemnified under this Paragraph V by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph V shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Paragraph V shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE VI. INSURANCE

1. The Trade Contractor shall furnish evidence of current coverage under Workmen's Compensation and Public Liability Insurance, Including Products/Completed Operations (Limits: 500,000 CSL) for the full term of this project. Certificates of insurance coverage must be mailed to P.O. Box 702, Cleburne, Texas 76033. **Certificate MUST name Owner and Construction Manager as additional insured.**

According to Regulatory Rule 110.110, Article 8308- Section 406.906 by the Texas Workers' compensation Commission.

1. Definitions:

- (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - (b) Duration of the project: - Includes the time from the beginning of the work on project until the contractor's/person's work on the project has been completed and accepted by the owner or entity.
  - (c) Persons providing services on the project ("Subcontractor"in 406.096) - Includes all persons or entities performing all of part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets  
  
the statutory requirements of the Texas Labor Code, Section 401.11(44) for all employees of the contractor providing services on the project, for the duration of the project.
  3. The Contractor must provide a certificate of coverage to the owner or entity prior to being awarded the contract.
  4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the owner or entity showing the coverage has been extended.
  5. The contractor shall obtain from each person providing services on a project, and provide it to the owner or entity:
    - (a) A certificate of coverage, prior to that person beginning work on the project, so the owner or entity will have on file certificates of coverage showing coverage for all persons providing services on the project: and
    - (b) No later than seven working days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
  
7. The contractor shall notify the owner or entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any changes that materially, affects the provision of coverage of any person providing services on the project.
  
8. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, 401.001(44) for all of its employees providing services on the project, for the duration of the project;
  
  - (b) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  
  - (c) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  
  - (d) obtain from each other person with whom it contracts, and provide to the contractor:
    - (i) a certificate of coverage, prior to the person beginning work on the project; and
  
    - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  
  - (e) retain all required certificates of coverage on file for for the duration of the project and for one year thereafter;
  
  - (f) notify the owner or entity in writing by certified mail or personal delivery, within 10 days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  
  - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing the services.
  
9. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the owner or entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of project, that the coverage will be based on proper reporting

of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insured regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the owner or entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the owner or entity.

B. Proof of Insurance: Before any work is performed by the contract, complying Certificate of Insurance must be on file in the Office of the Construction Manager.

#### ARTICLE VII. ADDITIONAL CONDITIONS

A. Drawings and Specifications at the Site: The Job Superintendent shall maintain at the site for the Owner one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, in good order and marked to record all changes made during construction. These shall be available to the Architect. The drawings, marked to record all changes made during construction, shall be delivered to him for the Owner upon completion of the work.

B. Specification Arrangement: The specifications are separated into numbered and titled sections for convenience or reference. Neither the Owner nor the Architect assumes any responsibility for defining the limits of any subcontracts due to the arrangement of the specifications.

C. View of Site Drawings and Specifications: Each Subcontractor shall view the site and carefully examine the drawings and specifications so that he may fully understand what is to be done. The fact of a Subcontractor's submitting a bid will be construed to mean that the bidder has complied with the above requirements, and agrees if awarded the contract to carry out all the provisions set forth in the drawings and specifications.

D. Measurements and Dimensions: Before ordering material or doing work which is dependent for the proper size of installation upon coordination with building conditions, the Subcontractor shall verify all dimensions and those indicated on the drawings.

E. Shop Drawings and Samples: Subcontractor and material suppliers will, if required by the Owner's agent, provide shop drawings or samples for the Architect's approval. All shop drawings requiring job measurements shall have measurement verification before submittal to the Architect. Refer to the individual sections for the requirement of Shop Drawings.

#### ARTICLE VIII. ADMINISTRATION OF THE CONTRACT

A. Owner's Right to Carry Out the Work: Should the Subcontractor fail to comply with the terms of this Contract, or should he fail to accomplish his work so as to hinder the progress of the job, then the Owner shall have the option to cancel this contract after furnishing a 48-hour written notice to the Subcontractor. Any cost paid by the Owner to complete the work thereafter may be deducted from the balance remaining due under this Contract.

- B. Rejection of Bids: The Owner reserves the right to accept or reject any or all bids on proposals presented.
- C. Liens and Claims: The Subcontractor agrees to hold Owner harmless from any and all liens and all claims of persons or companies furnishing material or labor or appliances in connection with the Contract. The Owner may require of the Subcontractor satisfactory evidence as to the status of his accounts with suppliers at any time, and lien waiver and release if necessary. The Subcontractor's final payment shall not become due until the Subcontractor has complied with and fully executed the complying "Affidavit and Release" for all the work by his agreement.
- D. Claims and Disputes: Claims, disputes and other matters in question between the Subcontractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Construction Manager for settlement. If unable to resolve the matter, the parties may refer the matter to the Architect for interpretation.

All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents. In his capacity as interpreter, he will exercise his best efforts to insure faithful performance by both the Owner and the Subcontractor and will not show partiality to either. The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

The Architect or Construction Manager will not be responsible for the acts or omissions of the Owner, any Subcontractor or any of their agents or employees, or any other persons performing any of the work.

The Owner acting through the Job Superintendent, Construction Manager, or Architect will have the authority to require the Subcontractor to stop work.

Whenever, in his reasonable opinion, the Owner considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work, whether or not such work be then fabricated, installed or completed. The Architect shall have the authority to reject work which does not conform to the Contract Documents.

#### ARTICLE IX. ORDER OF WORK

E. The Subcontractor shall promptly begin work as soon as notified by the Job Superintendent and complete the work with no delay as required. Subcontractor shall man the job and coordinate his work with other trades so as not to delay or hinder the progress of the job.

#### ARTICLE X. WARRANTY AND GUARANTEE

If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract documents, the Subcontractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. The Subcontractor shall furnish a written guarantee if so directed by the Owner or by Construction Manager. The Subcontractor's or Supplier's full,

final payment shall not become due until all specified written warranties and guarantees are received and approved by the Construction Manager.

ARTICLE XI. CLEAN UP

Each Subcontractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "broom-clean" or its equivalent except as otherwise specified. If the Subcontractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Subcontractor.

ARTICLE XII. HAZARDOUS MATERIALS

It is the intent that these Contract Documents do not incorporate materials containing asbestos or polychlorinated biphenyl (PCB) into this project.

Notify Owner and architect and CM in writing if materials proposed to be incorporated into project have or are under suspicion to contain asbestos or PCB. At closeout of project, submit letter to Owner stating that to best of Contractor's knowledge no asbestos or PCB has been incorporated in this project.

END OF DOCUMENT