

SUPPLEMENTAL GENERAL CONDITIONS (MODIFICATIONS)

AIA DOCUMENT A201-2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
CONSTRUCTION MANAGEMENT EDITION:

These supplemental general conditions are modifications to, additions to, or deletions from the “General Conditions of the Contract for Construction”, AIA Document A201 Edition dated 2007, as amended. These Supplemental General Conditions shall take precedence over and modify any portion of the “General Conditions of the Contract for Construction”, and shall be used in conjunction with them as a part of the Contract Documents. Unaltered provisions of articles, paragraphs, subparagraphs or clauses of the General Conditions shall remain in effect. Paragraph numbers herein refer to paragraphs in the “General Conditions of the Contract for Construction”, that are deletions or additions.

ARTICLE 1-GENERAL PROVISIONS

1.1.1 Revise the first sentence of subparagraph 1.1.1 as set forth below:

The Contract Documents consist of the Agreement, Invitation to Bid, Instructions to Bidders, the Conditions of the Contract (General, Supplementary and Special Conditions), Summary of Work, Bid Forms, Performance Bond, Labor and Material Payment Bond, the Drawings, the Project Manual, Technical Specifications, all Addenda issued prior to execution of the Contract, and all Modifications thereto.

1.1.1 Delete the last sentence of this paragraph in its entirety.

1.2.1 Add the following:

In the event of a discrepancy between the specifications and drawings, the Architect shall make the final interpretation.

ARTICLE 2: OWNER

2.1.1.1 Owners representative is: Dustin Hamilton P.E. and Luke Antonich, P.E.

2.2.5 Delete this paragraph and substitute the following:

Unless otherwise provided in the Contract Documents, the Contractor shall be furnished 3 copies of the drawings and Project Manual (specifications) free of charge for construction purposes. Additional sets of Contract Documents whether partial or complete, hard copy or electronic shall be available at the cost of reproduction including materials, labor and any applicable shipping expenses to produce the requested documents.

ARTICLE 3: CONTRACTOR

3.4.1 Add the following:

The Contractor shall be responsible for providing adequate manpower to complete the project in the time allotted. The Owner shall not pay overtime rates for any labor.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2.1 Delete in its entirety and substitute the following:

Nothing contained in these general conditions shall be construed to modify the Architect's responsibilities contained in the Agreement Between the Owner and Architect. The Architect provides only those services which are stipulated in an Owner Architect Agreement. Upon written request by the Contractor and approval by the owner, this Agreement may be reviewed by the Contractor at the office of the Architect.

4.2.7 In this Paragraph DELETE all references to the words "approve" and "approval" and SUBSTITUTE "accept" and "acceptance" respectively. Also, DELETE THE phrase "or unless otherwise specifically stated by the Architect from the last sentence.

ARTICLE 7 Add the following.

Change orders by cost and a mutually acceptable fixed or percentage fee shall be computed as follows:

- a. Net cost of materials, plus State Sales Tax.
- b. Net delivery costs.
- c. Net placing cost plus Workmen's Compensation Insurance Premium and FICA tax.
- d. Charges for overhead of 5% and Profit of 10% for the total of 15% of a. b. and c.
- e. Allowable Bond Premium.

Where changes, additions, or deduction involve subcontract only, the Prime Contractor shall add to cost of such contract work an overhead and profit charge of 5% plus bond. Contractor shall be required, if called upon, to furnish original invoices, and payrolls and support the statement with proper affidavits. Burden of proof of costs rests upon contractor.

7.3.7 Change the first sentence in this paragraph as follows:

If the Contractor does not respond promptly or disagrees with the method of adjustment in the Contract Sum, the Architect shall determine the method and the adjustment in the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.2.2.

ARTICLE 8: TIME

Add the following:

8.3.4 Should the Contractor fail or refuse to complete the work within the time specified for any phase of the work or fail to start the work on time, then the Contractor does agree as part of the consideration for the award of the contract to pay to the Owner, not as a penalty, but as liquidated damages for such Breach of Contract, the sum specified in the Contract Documents for each and every calendar day that the Contractor shall be in default after the expiration of the contract time, or each and every calendar day of late completion that his failure to stay on the construction schedule has caused.

8.3.5 For the purpose of determining justifiable delays resulting from adverse weather conditions not reasonably anticipatable, the following procedure will be used.

The listing below defines the monthly anticipated justifiable adverse weather for each month and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(10)	(7)	(5)	(4)	(7)	(4)	(4)	(4)	(3)	(2)	(4)	(8)

The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Beginning at the Notice to Proceed and continuing throughout the construction period on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather schedule above. For purposes of this paragraph, the term “actual adverse weather days” shall include days impacted by adverse weather.

The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. These actual adverse weather days must prevent work from 50 percent or more of the Contractor’s workday and delay work critical to the timely completion of the project.

The Contractor must make a written request to the Owner’s representative documenting each actual adverse weather encountered during the month and specifically request an extension of time for the number of days that the actual adverse weather days exceeded the anticipated adverse weather days. Such written request must be made within 10 days of the last day of the month for which an extension of time is requested. Failure to request the extension within this time frame will waive the Contractors right to such extension.

The Contractors schedule of work as defined in division 1 of the specifications shall reflect the above anticipated adverse weather delays on all weather dependent activities.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2.1 Add the following:

The minimum information for the schedule of values shall be a listing of Division of the 32 part Technical Specifications. Each unit of work shall show one price and that price shall include labor, material, profit, overhead, temporary facilities, labor benefits, permits and fees, taxes and miscellaneous.

9.3.1 Delete in its entirety and substitute the following:

All applications for payment shall be submitted to the Owner on the Application and Certification for Payment form stipulated in the contract documents. All payment requests must be in the owner's office no later than the dates provided and published by the Owner for each month to coincide with the Owner's regularly scheduled monthly meetings. If required by the Owner, lien releases for previous must be included with application for payment form. Future payments may be held if lien releases are not returned.

Ten percent (10%) retainage shall be held from each application for payment as prescribed by W.S.16-6-701 through 16-6-706, until payments reach 50% of the contract sum, at which time, if requested by the contractor with Consent of Surety, retainage will no longer be withheld such that total retainage at the completion of the project is 5%.

9.6.1 Delete in its entirety and substitute the following:

The Owner will make payment within forty-five (45) days of receipt from the Contractor of an approved pay request.

9.6.2 Add the Following: Unless approved otherwise by the Owner, Lien Waivers will be required for all progress payments as well as the final payment. The lien waivers may be one payment in arrears, until final payment.

9.8.1.1 Add the following paragraphs:

For further prerequisites for substantial completion refer to Section 017000-Execution and closeout requirements.

9.8.2.1 Add the following paragraphs:

When the Contractor considers that the Work is Substantially Complete, he shall notify the Architect by delivering the executed "Contractors Letter of Substantial Completion Inspection" stating desire for Substantial Completion Inspection Delivery of said letter is a necessary prerequisite for the inspection.

Should the Contractor fail or refuse to achieve substantial completion within the Contract time plus any authorized extension thereof, and such delay causes the Owner, and the Architect to conduct more than one substantial completion inspection, the Contractor agrees to pay the Owner for the Architect's invoiced cost of extending the Architect's services caused by such failure or refusal.

9.8.2.2

Upon the requests by the Contractor to the Architect for the substantial completion inspection and Final Inspection, the contractor obligates himself as follows: If the Contractor or his Subcontractors have not performed their personal inspections to see that the Work has been done according to the Contract Documents, or if the Project is not ready for the inspection as called for, the Architect will immediately notify the Owner of the claim against the Contractor, and request the actual/incurred cost per person, plus travel expenses, for himself and each of the Architect's Consultants as payment for time and expenses to be deducted from the Contractor's retainage.

9.8.4 Add the following paragraphs:

Liquidated Damages: The substantial completion date established in the Owner-Contractor Agreement and as hereinbefore noted is an essential condition of the Contract. If the work under this contract is not substantially completed in accordance with the plans and specifications on or before the substantial completion date and totally completed within the accepted schedule approved with the GMP, the liquidated damages shall become payable on the next succeeding day in the amount indicated in the Agreement.

9.10.1.1. Add the following paragraph:

When the Contractor is ready for final inspection he shall notify the Architect by delivering the executed letter "Contractor's Letter Final Completion Letter", along with verification that all "Punch-List" items have been completed or corrected, stating that the work is ready for final completion inspection

Should the Contractor fail or refuse to achieve final completion following substantial completion, and such delay causes the Owner and/or the Architect to conduct more than one final completion inspection, the Contractor agrees to pay the Owner for the Architect's invoiced cost of extending the Architect's services caused by such failure or refusal.

9.10.6 Final Payment will be made subsequent to a 41-day advertising period, as required by Wyoming State Statue 16-6-116. The final payment is also conditional upon receipt of a sworn statement as required by Wyoming State Statute 16-6-117. This statute requires a sworn statement, from the Contractor, stating that all claims for materials and labor performed under the contract have been and are paid. Should there be a disputed claim, the statement shall so state the amount to be withheld from final payment.

ARTICLE 12: CORRECTION OF WORK

12.2.2.3 Delete in its entirety and substitute the following:

The one year period for correction of work shall be extended by corrective work performed by the Contractor pursuant to this Section 12.2 for a period of one year from the date of the completion of the corrective work.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 Delete in its entirety and substitute the following:

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16: GUARANTEE AND WARRANTY

16.1 GUARANTEE AND WARRANTY

16.1.1 The contractor will warrant and guarantee the work and improvements for a period of one year from the date of substantial completion, as evidenced by the date of a written final acceptance of the work. Where a warranty is requested in any technical division of a longer period of time, the Contractor will warrant and guarantee the work for the stated period.

END OF SUPPLEMENTAL GENERAL CONDITIONS