

**SUPPLEMENTARY CONDITIONS
SECTION 00800**

PART 1 – GENERAL

1.01 DESCRIPTION

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Fifteenth Edition, 1997. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

**Article 1
GENERAL PROVISIONS**

1.1 BASIC DEFINITIONS

- 1.1.1 **The Contract Documents:** Delete the last sentence of this Subparagraph and substitute the following sentence:

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

**1.6 OWNERSHIP AND USE OF DRAWINGS,
SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

- 1.6.1 Add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the Agreement Between the Owner and the Professional.

**Article 2
OWNER**

2.1 GENERAL

- 2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to Mississippi State University, an entity of the State of Mississippi for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Construction Contract for the Owner. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**Article 3
CONTRACTOR**

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 Change the last sentence to read as follows:

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or

procedures without acceptance of changes proposed by the Contractor, the Owner and Architect shall be responsible for any resulting loss or damage.

3.18 INDEMNIFICATION

3.18.3 Add a new Subparagraph as follows:

The Contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands caused by the Contractor's acts or omissions.

Article 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.4 Add a new Subparagraph as follows:

The term "Architect," "Engineer," or "Professional" as used in these Documents refers to the Professional firm indicated in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor who has been directed by the Owner to design and inspect construction of this Project.

4.3 CLAIMS AND DISPUTES

4.3.7.2 Delete this paragraph in its entirety and add the following paragraph:

If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal and were in excess of the weather days allotted in the contract documents and that the weather conditions had an adverse effect on the scheduled construction.

4.5 MEDIATION

4.5.1 Delete this Subparagraph in its entirety.

4.5.2 Delete this Subparagraph in its entirety.

4.5.3 Delete this Subparagraph in its entirety.

4.6 ARBITRATION

4.6.1 Delete this Subparagraph in its entirety.

4.6.2 Delete this Subparagraph in its entirety.

4.6.3 Delete this Subparagraph in its entirety.

4.6.4 Delete this Subparagraph in its entirety.

4.6.5 Delete this Subparagraph in its entirety.

4.6.6 Delete this Subparagraph in its entirety.

Article 5
SUBCONTRACTORS

No supplementary conditions.

Article 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplementary conditions.

Article 7
CHANGES IN THE WORK

7.2 CHANGE ORDERS

7.2.3 Add a new Subparagraph as follows:

The maximum cost included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.

Article 8
TIME

8.1 DEFINITIONS

8.1.3 Change this Subparagraph to read as follows:

The date of Substantial Completion is the date certified by the Architect and approved by the Owner in accordance with Paragraph 9.8 entitled "Substantial Completion."

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or the Architect, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Architect determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner's approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

Article 9
PAYMENTS AND COMPLETION

9.11 LIQUIDATED DAMAGES

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment,

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

The Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made, except that when the initial contract award is in an amount equal to or greater than \$250,000.00, then whenever such Work is fifty percent (50%) complete, on schedule and satisfactory, in the architect's or engineer's opinion, fifty percent (50%) of the retainage will be returned to the Contractor for distribution to the appropriate subcontractors and suppliers and two and one-half percent (2 1/2%) will be retained on all subsequent progress payments.

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment on materials stored at some location other than the building site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
- .6 A review by the Architect of the materials stored off-site prior to release of payment.*
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.6 **PROGRESS PAYMENTS**

9.6.8 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor.

9.7 **FAILURE OF PAYMENT**

9.7.1 Change this Subparagraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **SUBSTANTIAL COMPLETION**

9.8.4 Add a new sentence at the end of this Subparagraph:

*Substantial Completion shall not be established and final until the Owner approves the Architect's **Certificate of Substantial Completion**.*

Article 10
PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 0.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.4 Delete this Subparagraph in its entirety.

10.5 Delete this Subparagraph in its entirety.

Article 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Add a new Subparagraph as follows:

The Contractor's limits of liability shall be written for not less than the following:

.1 GENERAL LIABILITY:

*Commercial General Liability
(Including XCU)*

*General Aggregate.....\$ 1,000,000.00 Aggregate
Products & Completed Operations.....\$ 1,000,000.00 Aggregate
Personal & Advertising Injury\$ 500,000.00 Per Occurrence
Bodily Injury & Property Damage.....\$ 500,000.00 Per Occurrence
Fire Damage Liability.....\$ 50,000.00 Per Occurrence
Medical Expense\$ 5,000.00 Per Person*

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

*Bodily Injury & Property Damage.....\$ 1,000,000.00 Aggregate
Bodily Injury & Property Damage.....\$ 500,000.00 Per Occurrence*

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage.....\$ 500,000.00 Per Occurrence

(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury.....\$ 250,000.00 Per Person

Bodily Injury.....\$ 500,000.00 Per Accident

Property Damage.....\$ 100,000.00 Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage.....\$ 1,000,000.00 Aggregate

(Combined Single Limit)

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

Accident\$ 100,000.00 Per Occurrence

Disease\$ 500,000.00 Policy Limit

Disease\$ 100,000.00 Per Employee

.6 PROPERTY INSURANCE:

*Builder's Risk.....\$ Equal to Value of Work
or*

Installation Floater\$ Equal to Value of Work

11.1.5 Add a new Subparagraph as follows:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.6 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 **OWNER'S LIABILITY INSURANCE**

11.2.1 Delete this Subparagraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.4.

11.3 **PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

Delete this Paragraph in its entirety.

11.4 **PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)**

11.4.1 Change the first line in this Subparagraph to read as follows:

The Contractor shall purchase....

11.4.1.2 Delete this Clause under Subparagraph 11.4.1 in its entirety.

11.4.1.3 Change the following Clause in this Subparagraph to read as follows:

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.4.2 Delete this Subparagraph in its entirety.

11.4.3 Delete this Subparagraph in its entirety.

11.4.4 Delete this Subparagraph in its entirety.

11.4.5 Delete this Subparagraph in its entirety.

11.4.6 Delete this Subparagraph in its entirety.

11.4.10 Change this Subparagraph to read as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

Article 12
UNCOVERING AND CORRECTION OF WORK

No supplementary conditions.

Article 13
MISCELLANEOUS PROVISIONS

No supplementary conditions.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

***** END OF SECTION *****