

Littleton Public Schools District No. 6
SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the District's "General Conditions of the Contract" dated December 2014. Where any article of the General Conditions is changed or modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provision of that article, paragraph, subparagraph or clause shall remain in effect.

GC 1.0-CONTRACT DOCUMENTS

- 1.0 All provisions under GC 1.0 Contract Documents are to be replaced by provisions outlined in the AGREEMENT between OWNER and CONSTRUCTION MANAGER/GENERAL CONTRACTOR, ARTICLE 1 CONTRACT DOCUMENTS AND EXTENT OF AGREEMENT
- 2.0 Wherever GC 1.0 Contract Documents is referenced in the General Conditions, it shall be deemed to mean ARTICLE 1 CONTRACT DOCUMENTS AND EXTENT OF AGREEMENT as noted in the preceding paragraph.
- 3.0 Wherever the "Owner-Contractor Agreement" is referenced in the General Conditions, it shall be deemed to mean the AGREEMENT between OWNER and CONSTRUCTION MANAGER/GENERAL CONTRACTOR.

GC 2.0-DEFINITIONS

- 1.0 Sub section 2.1.2: **DELETE** "*above under GC 1.0 – CONTRACT DOCUMENTS*" and **REPLACE WITH** "*in the AGREEMENT between OWNER and CONSTRUCTION MANAGER/GENERAL CONTRACTOR, ARTICLE 1 CONTRACT DOCUMENTS AND EXTENT OF AGREEMENT*".

GC 7.0 EXECUTION, CORRELATION, INTENT AND INTERPRETATION

- 1.0 Sub section 7.1 Execution: **ADD** "*All Bonds and insurance certificates shall be submitted to the District prior to the award of the first subcontract.*"

GC 21.0 CHANGES IN THE WORK

- 1.0 Sub section 21.3.1.a: **DELETE** "*an overhead of 10% and a profit of 5%*" and **REPLACE WITH** "*a combined mark up of overhead and profit not to exceed 10%*"
- ~~2.0 Sub section 21.3.1.b: **DELETE** "*or to the contractor*"~~
- 3.0 Sub section 21.3.3.e: **DELETE** the entire sub section and **REPLACE WITH** "*Combined markup for subcontractors employed by the CM/GC on this part of the Work, not exceeding ten percent (10%) over costs of labor, equipment and materials.*"
- 4.0 **ADD** new subsection: "*A fee for the CM/GC as determined in accordance with AGREEMENT between OWNER and CONSTRUCTION MANAGER/GENERAL CONTRACTOR, Subparagraph 7.2.1, which fee shall be applied to the total of subparagraphs 7.2.1.1, 7.2.1.2, 7.2.1.3, and shall constitute full compensation to the CM/GC for all costs and expenses, including all profit and overhead, which are not enumerated above.*"

GC 30.0 PAYMENT

- 1.0 **ADD** new subsection: "*Fee Payment: Payments for the Design Phase Fee and the Construction Phase Fee will be made to the CM/GC as provided in AGREEMENT between OWNER and*

CONSTRUCTION MANAGER/GENERAL CONTRACTOR, Sections 7.1.1 and 7.1.2, respectively.”

- 2.0 Sub section 30.1 Schedule of Values, second sentence: **DELETE** “*Before the Notice to Proceed is issued and before any Application for Payment is considered*” and **REPLACE WITH** “*Before any Request for Payment during the Construction Phase will be considered*”

GC 33.0 INSURANCE

1.0 ADD:

33.8 Contractor’s Pollution Liability

33.8.1 The Contractor shall procure and maintain, at its own expense, Contractor's Pollution Liability Insurance as hereinafter specified. The liability insurance shall be issued to the Contractor protecting it from all claims that involve pollution risk to the environment or losses caused by pollution conditions, including asbestos, with coverage for bodily injury, property damage, defense costs, clean up costs, and completed operations that arise from the operations of the Contractor as described in the Scope of Services section of this contract, whether such operations be by itself or by a subcontractor under it, or anyone directly or indirectly employed by the Contractor or by a subcontractor under it, or by anyone for whose acts by them may be liable. Policy shall cover the Contractor’s completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).

33.8.2 Policy shall provide for provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.

33.8.3 The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

33.8.4 If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

33.8.5 The policy shall be endorsed to include the following as Additional Insured requirements: “Owner, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

33.8.6 If the Scope of Services in this Contract requires the transportation of any hazardous material or regulated substances, the Contractor shall carry Automobile Liability with a CA 9948 endorsement (or its equivalent)

33.8.7 All such Contractor’s Pollution Insurance shall be written with a limit of liability in the amount of (\$1,000,000) per loss and (\$1,000,000) Aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, and property damage up to the amount specified.

GC 34.0 PERFORMANCE AND PAYMENT BONDS

- 1.0 **DELETE** sub section 34.1 Competitive-Bid Contract Execution

- 2.0 Sub section 34.2 Contract Execution, first sentence:

DELETE “*If provided in the Agreement, the Contractor shall furnish to the District, prior to beginning any Work at the construction site, bonds in the full amount of the Guaranteed Maximum Price or the estimated Cost of the Work plus the Contractor’s Fees if a GMP has not yet been established,*”

and **REPLACE WITH** “*The Contractor shall furnish to the District, prior to beginning any Work at the construction site, bonds in the full amount of the estimated Cost of the Work plus the Construction Phase Fee or, if established, the Guaranteed Maximum Price less the Design Phase Fee, whichever is greater,*”

- 3.0 Sub section 34.3: **DELETE** “*bid price in the Bid Proposal*” and **REPLACE WITH** “*all estimates and the Guaranteed Maximum Price*”

GC 53.0 CONTRACTOR’S PROJECT GUARANTEE AFTER COMPLETION

- 1.0 Sub section 53.6: **DELETE** “The District, the Architect/Consultant and their Subconsultants and the Contractor together shall make one (1) complete inspection of the work approximately eleven (11) months after the work has been accepted by the Architect/Consultant and the District. The Architect/Consultant shall make a written report of this inspection, certified as to contents and date of inspection, and forward these reports to the District and to the Contractor within seven (7) calendar days after completion of the inspection. The Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report and shall promptly complete all such remedial work in a satisfactory manner within thirty (30) calendar days from the date of the Architect/Consultant’s written report.”

and **REPLACE WITH** “Warranty Inspections: The District, the Architect and the CM/GC together shall make at least two (2) complete inspections of the Work after the Work has been accepted by the District. One such inspection shall be made approximately six (6) months after acceptance of the Work and the other eleven (11) months after acceptance of the Work. The Architect shall make a written report of these inspections, certified as to contents and date of inspection, and forward these reports by mail to the District and the CM/GC within seven (7) calendar days after completion of each inspection. The CM/GC shall immediately initiate and promptly and satisfactorily complete such remedial work as may be necessary to correct any deficiencies or defective work shown by such reports.

GC 54.0 LIMITATION OF ACTIONS AND VENUE

- 1.0 : **DELETE:** “Any actions against the CM/GC, its employees or agents brought to recover damages for injury to persons or defects in or damage to property, including the Work itself, caused by the administration, superintendence or efforts of the CM/GC or those under its control relating to this Project shall be brought within six (6) years after such claim for relief arises and is discovered by the District. In no case shall such an action be brought more than fifteen (15) years after the final completion and acceptance of the project.”
- 2.0 And **REPLACE WITH** “Limitation of Actions: Any actions against the CM/GC, its employees or agents brought to recover damages for injury to persons or defects in or damage to property, including the Work itself, caused by the administration, superintendence or efforts of the CM/GC or those under its control relating to this Project shall be brought within the time allowed under Colorado Law as of the date the GMP is executed.”