

## **SECTION 00 73 00 - SPECIAL CONDITIONS OF THE CONTRACT**

The following special conditions modify, change, delete, or add to the “General Conditions of the Contract”, (June 2009) Section 00 72 00. Where any Article, Paragraph, or Clause of the General Conditions is modified or deleted by the Special Conditions, the unaltered provisions of that Article, Paragraph, or Clause remain in effect. These Special Conditions shall take precedence over and modify all other specification provisions to the extent in which there may be any conflict.

### **PARAGRAPH 2. DEFINITIONS, INTENT, CORRELATION, AND STREAMLINING**

#### **2.C(1) Modify the “Order of Precedence” as follows:**

- (a) The Contract Agreement
- (b) Addenda, with those of later date having precedence over those of earlier date.
- (c) Special Conditions (or other Conditions which modify the General Conditions of the Contract).
- (d) General Conditions of the Contract
- (e) The Detailed Specification Requirements
- (f) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
- (g) The Working Drawings; large scale drawings shall take precedence over smaller scale drawings.

#### **2.C(5) Add the following:**

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect’s interpretation.

### **PARAGRAPH 14. PROTECTION OF WORK AND PROPERTY**

#### **Add the following:**

**This project location/site is normally used as a U. S. Military facility.**

**If U. S. Military personnel are remaining in tenancy, the Contractor shall be required, for the duration of the project, to maintain the level of security that exists at the project site at the Notice to Proceed date. The Contractor shall make certain that at the end of each workday all doors, windows, walls penetrations, fencing, etc. is completely secured to prevent intruders, etc. In the event that the facility cannot be secured via Owner approved: locks, temporary partitions, etc. then the Contractor shall provide at his expense, a qualified security guard (pre-approved in writing by the Owner) to protect the site or building. Failure to maintain the security of the facility can be considered grounds for dismissal from the project.**

**For facilities where U. S. Military personnel are remaining in tenancy, the general operating hours of this facility are approximately 7:00 a.m. to 5:30 p.m. Tuesday - Friday. In the event that the Contractor must conduct work outside of the typical operating hours of the facility the Contractor must notify and request in writing to the Owner and Architect a minimum of five days prior to the time that Contractor desires to work. The Contractor shall not work outside typical operating hours unless it is approved, in writing, by the Owner.**

**The provisions in the previous two paragraphs can be modified by the Owner. These provisions may also be modified by Addenda.**

**The Contractor shall not permit a load to be applied, or forces introduced, to any part of the existing or new construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.**

## **PARAGRAPH 19. CHANGES IN THE WORK**

**Modify per the following:**

**A. By mutually agreed price or prices which will be added to or deducted from the Contract Price. Additions to the contract price shall include the Contractor's overhead and profit but shall not exceed 15 percent. Where subcontract work is involved, the total mark-up for the Contractor and subcontractors shall not exceed 25%. This percentage allowance for overhead and profit shall include the cost of superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens, and general office expenses. There will be no additional or separate charges for these items. ~~No allowance for overhead and profit shall be figured on any change which involves a net credit to the Owner.~~ Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work.**

## **PARAGRAPH 28. APPLICATIONS FOR PARTIAL AND FINAL PAYMENTS**

**Add the following:**

**Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off site, may also be considered in Partial Applications for Payment under the following conditions:**

- (1) the contractor has received written approval from the Owner to store the materials or equipment off site in advance of delivering materials to the off-site location;
- (2) a Certificate of Insurance is furnished to, and accepted by, the Owner evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;
- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

## **FINAL ACCEPTANCE of the WORK**

**Final Completion or Final Acceptance of the Work shall be achieved when all work including all "punch list" items recorded have been fully completed or corrected and accepted by the Owner and Architect.**

## **PREREQUISITES to FINAL PAYMENT**

**The following conditions are prerequisites to Final Payment becoming due to the Contractor:**

- (1) Full execution of the Certificate of Final Completion for the Work.
- (2) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements identified in sections 01 77 00 - Project Closeout and 01 78 13 Project Closeout Checklist.

**PARAGRAPH 89. DAVIS BACON ACT**

Delete this paragraph in its entirety.

**ADD THE FOLLOWING PARAGRAPH:**

**PARAGRAPH 91. ADDITIONAL GENERAL CONTRACTOR ONE YEAR WARRANTY ITEMS**

1. The General Contractor is required to provide the Manufacturer's recommended preventative maintenance, including inspections, for ALL items installed or refurbished in this project for a period of ONE year from the date of final acceptance.
2. The General Contractor will perform the preventative maintenance and inspections per Manufacturer's recommended intervals for each item.
3. The General Contractor will provide the Owner written documentation that the required preventative maintenance and inspections have been performed. This documentation will be provided at each Manufacturer's recommended interval and verified by the owner or tenant of each facility.

**END OF SECTION**