

**MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS
FOR CONSTRUCTION SERVICES
GREATER DAYTON PREMIER MANAGEMENT**

PART 4: MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS

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MODIFICATIONS TO THE GENERAL CONDITIONS IN ITS ENTIRETY

All modifications in this Modifications item modify the General Conditions in its entirety. Any conflicting modification in a subsequent item shall take precedence.

Unless otherwise stated in an Modifications Article:

N/A

MODIFICATIONS TO ARTICLE 1 – CONTRACTOR RESPONSIBILITIES

- 1.8. Insert “If required for a Job Order” at the beginning of the first sentence.
- 1.15. Insert “As required for a Job Order” at the beginning of the first sentence.
- 1.17. Delete in its entirety and replace with the following:
 - “1.17. As required per Job Order, the Contractor shall coordinate the Detailed Scope of Work with the activities and responsibilities of the Project's architect or engineer ("A/E"), GDPM and Contractor's surety to achieve the Job Order Completion Time.”
- 1.18. Insert “As required for a Job Order” at the beginning of the first sentence.
- 1.19. Delete in its entirety and replace with the following:
 - “1.19. The Contractor hereby represents and agrees that, prior to submitting its Job Order Proposal to perform the Detailed Scope of Work Work on the Project, it has had a competent person carefully and diligently review each part of the Detailed Scope of Work, including the Divisions of any Specifications and, if applicable, parts of the Drawings that are not directly applicable to the Work.”
- 1.91.1. In all instances, replace “Contract Documents” with “Detailed Scope of Work”.
- 1.91.2. In the first sentence, delete “Contract Documents” and replace with, “Detailed Scope of Work”.
- 1.20.2. In the third sentence, delete “the” and replace with “each”.
- 1.20.3. In the fourth sentence, delete “the” and replace with “each”.
- 1.21.2. Delete in its entirety and replace with the following:
 - “1.21.2. If the Contractor believes that it is entitled to an adjustment of the Job Order Price or Job Order Completion Time, or both, on account of its actions in response to any emergency, the Contractor may request a Supplemental Job Order by giving written notice no later than 48-hours after the emergency.”
- 1.22. Delete in its entirety and replace with the following:
 - “1.22. The Contractor's responsibilities for a particular Job Order will terminate when the Job Order all work the Detailed Scope of Work has been completed, the final inspection made, and the Detailed Scope of Work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.”

MODIFICATIONS TO ARTICLE 2 – HOUSING AUTHORITY RIGHTS AND RESPONSIBILITIES

- 2.4. In the first sentence, after “Notice to Proceed”, insert “Job Order”; replace “Work” with “Detailed Scope of Work” at the end of the sentence.

MODIFICATIONS TO ARTICLE 3 – A/E’S DUTY, RESPONSIBILITY AND AUTHORITY

- 3.1. Insert “As required for a Job Order” at the beginning of the first sentence; delete “for this Contract.”
- 3.2.3. Delete in its entirety and replace with the following:
 - “3.2.3. Making modifications to the Detailed Scope of Work and assisting the Contracting Officer in the preparation of Supplemental Job Orders and other contract modifications for issuance to the Contracting Officer.”

- 3.2.4. Delete “Work” and replace with “Detailed Scope of Work”; delete “Contract Documents” and replace with “Job Order”; delete “Contract Sum” and replace with “Job Order Price”; delete “Contract Time” and replace with “Job Order Completion Time.”
- 3.2.4.1. Delete “Contract Sum” and replace with “Job Order Price”; delete “Contract Time” and replace with “Job Order Completion Time.”
- 3.2.5. In the fourth sentence, delete “price breakdown” and replace with “Price Proposal.”
- 3.2.6. Delete “work” and replace with “the Detailed Scope of Work; delete “under the contract” and replace with “with each Job Order.”
- 3.2.7. Delete “Contract Documents” and replace with “Detailed Scope of Work.”
- 3.3.1. Delete “the Project” and replace with “each Job Order.”
- 3.3.3. In all instances, replace “Work” with “Detailed Scope of Work.”
- 3.5.1. Delete “Contract’s” and replace with “Job Order’s.”
- 3.6.1. Insert “As required for a Job Order” at the beginning of the sentence; delete “Work” and replace with “Detailed Scope of Work”; delete “the Contract” and replace with “each Job Order issued.”
- 3.6.3. In the second sentence, delete “scope of the Contract” and replace with “Detailed Scope of Work”; in the fourth sentence, delete “cost of the Contract” and replace with “Job Order Price”; in the sixth sentence delete “Contract” and replace “Job Order.”

MODIFICATIONS TO ARTICLE 4 – PRECONSTRUCTION ACTIVITIES

4.1 Pre-construction Conference

- 4.1.1. Delete “Contract execution” and replace with “Job Order issuance.”
- 4.1.1.1. Delete “Contract” and replace with “Job Order.”
- 4.1.1.2. Insert “As required for a Job Order” at the beginning of the sentence.

4.3 Building and Trade Permits, Licenses and Codes

- 4.3.1.1. Delete “drawings and specifications in the Contract” and replace with “Detailed Scope of Work.”
- 4.3.1.2. Delete “all drawings and the specifications’ and replace with “the Detailed Scope of Work.”
- 4.3.1.3. Delete “ Contract” and replace with “Detailed Scope of Work; delete “change order” and replace with “Supplemental Job Order.”
- 4.3.1.4. Delete “installs any Work” and replace with “completes any Detailed Scope of Work.”
- 4.3.2. Delete “Work” and replace with “the Detailed Scope of Work.”

4.4 Plan Approval and Permits

- 4.4.1. Insert “As required for a Job Order” at the beginning of the sentence.
- 4.4.2. Delete “Work” and replace with “Detailed Scope of Work.”

4.5 Trade Permits and Licenses

- 4.5.2 Insert the following:
“4.5.2. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to GDPM evidence that it and its subcontractors hold the required licenses.”

MODIFICATIONS TO ARTICLE 5 – CONSTRUCTION REQUIREMENTS

5.1 Commencement of Work on Site

- 5.1.1. Delete in its entirety and replace with the following;
“5.1.1 Unless GDPM agrees otherwise in writing, the Construction Stage will commence with either the date specified in the Job Order or GDPM issuing the Notice to Proceed and will terminate upon Substantial Completion, Certificate of Occupancy issuance, and the Completion of all punch list items delivered to Contractor by GDPM which must occur no later than 10 days after date of Substantial Completion.”
- 5.1.2.1. Delete in its entirety and replace with the following;
“5.1.2.1 The Contractor shall begin work upon the date indicated in either the Job Order or a written Notice to Proceed from GDPM or its designee.”
- 5.1.2.3. Delete in its entirety and replace with the following;
“5.1.2.3 If GDPM Board of Commissioners approval is required, the Job Order or the Notice to Proceed shall be issued within 180 days of GDPM Board of Commissioner's approval.”
- 5.1.2.4. Delete in its entirety and replace with the following;
“5.1.2.4. When applicable and if the Job Order or Notice to Proceed is not issued within 180 days of GDPM Board of Commissioners' approval, GDPM may, in its sole discretion, terminate the Contract Job Order without recourse from the Contractor.”

5.3 Construction Procedures

- 5.3.1 In all instances, Delete “Work” and replace with “Detailed Scope of Work.”
- 5.3.5.1 Insert “As required for a Job Order” at the beginning of the sentence.
- 5.3.5.2 In all instances, Delete “Work” and replace with “Detailed Scope of Work.”
- 5.3.5.3 In all instances, Delete “Work” and replace with “Notice to Proceed.”

5.4 Utilities

- 5.4.1.2. Delete “Contract” and replace with “Detailed Scope of Work.”
- 5.4.4.1. Delete “for the” and replace with “to complete the Detailed Scope.”
- 5.4.4.2. Delete “Work” and replace with “Detailed Scope of Work.”

5.8 Construction Progress Schedule

- 5.8.1 Delete in its entirety and replace with the following:
“5.8.1. With the Job Order Proposal, the Contractor shall, prepare and electronically submit to GDPM, for approval, a viable schedule showing the order in which the Contractor proposes to perform the Detailed Scope of Work, the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring labor, materials, and equipment).”

- 5.8.3 Delete “must” and replace with “may”; insert “or any other format requested by GDPM, such as a bar chart format” at the end of the sentence.
- 5.8.6 Delete “deliver three” in the first sentence.
- 5.8.7 Delete “time specified in the Contract” and replace with “Job Order Completion Time.”
- 5.8.10 Delete “time limits under the Contract Documents” and replace with “Job Order Completion Time.”
- 5.8.10.1. In all instances, delete “Contract Time” and replace with “Job Order Completion Time.”
- 5.8.11 Insert “As requested by GDPM” at the beginning of the sentence.
- 5.8.13.1. Delete “Time” and replace with “Job Order Completion Time”; delete “Change Order” and replace with “Supplemental Job Order.”
- 5.8.15 Delete “the Project” and replace with “each Job Order.”
- 5.8.16 Insert “or as requested per Job Order” after “On a monthly basis” in the first sentence.

5.9 Progress Meetings

- 5.9.1 Insert “If required for a Job Order” at the beginning of the first sentence.

5.10 Project Coordination

- 5.10.1 Insert “for a Detailed Scope of Work” after “If determined needed by GDPM” in the first sentence.

5.10 Additional Tests and Inspections

- 5.10.1 Delete “Work” and replace with “Detailed Scope of Work.”
- 5.11.4 Delete “Contract Sum” and replace with “Job Order Price”; delete “Contract Time” and replace with “Job Order Completion Time”; delete “Change Order” and replace with “Supplemental Job Order.”
- 5.12.1 Delete “Work” and replace with “Detailed Scope of Work”; delete “at the Site” in the first sentence.
- 5.12.2 In the first sentence, delete “Work” and replace with “Detailed Scope of Work.”
- 5.12.3 Delete “Contract Sum” and replace with “Job Order Price”; delete “Contract Times” and replace with “Job Order Completion Time”; delete “Change Order” and replace with “Supplemental Job Order.”

5.13 Site Investigation and Conditions Affecting the Work

- 5.13.1 In the first sentence, delete “and location”; delete “the work” and replace with “each Job Order.”
- 5.13.2 In the first sentence, delete “site” and replace with “Detailed Scope of Work”; delete “drawings and specifications made part of this contract.” and replace with “Contract Documents.”
- 5.13.2.1 In first sentence, delete “Site”; delete “Work” and replace with “Detailed Scope of Work.”

5.14 Protection of the Project

- 5.14.1 In the first sentence, delete the second instance of “Work” and replace with “Detailed Scope of Work.”

5.14.1.3 In the first sentence, delete “Work” and replace with “Detailed Scope of Work.”

5.14.3 Temporary Heating

5.14.3.1 In the first sentence, delete the third instance of “Work” and replace with “Detailed Scope of Work.”

5.14.5 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

5.14.5.1 In the first sentence, delete “Work” and replace with “Detailed Scope of Work”; delete “this Contract” and replace with “each Job Order.”

5.14.5.11 In the second sentence, delete “Work” and replace with “Detailed Scope of Work.”

5.14.6 Vibration, Noise, and Dust Control

5.14.6.3 In the second sentence, delete “Work” and replace with “Detailed Scope of Work.”

5.15 General Warranty – Materials, Equipment and Workmanship

5.15.1 Delete “the Contract” and replace with “each Job Order or Project.”

5.14.4 In the first sentence, delete “the time of final completion of the Work” and replace with “Job Order Completion Time”; delete second instance of “Work” and replace with completion of the Job Order”; delete third instance of “Work” and replace with “Detailed Scope of Work”; delete “Specifications and replace with “Detailed Scope of Work.”

5.15.6 In the first sentence, delete “for the Work” and replace with “to complete the Detailed Scope of Work.”

5.15.7 In the first sentence, delete the first instance of “this Contract” and replace with “each Job Order”; delete the second instance of “this Contract” and replace with “the Detailed Scope of Work.”

5.15.7.1 Delete “Contract” and replace with “Detailed Scope of Work.”

5.15.7.2 Delete “specifications” and replace with “Detailed Scope of Work”; delete “this Contract” and replace with “the Detailed Scope of Work.”

5.15.10 Substitutions

5.15.10.1 Delete “Contract Documents” and replace with “Contract Documents.”

5.17 As-Built Drawings

5.17.2 Insert the following at the end of the last sentence;
“If the Contractor is provided, or prepares drawings as part of the Detailed Scope of Work, then as the work progresses the Contractor shall keep a complete and accurate record of changes to , and deviations from such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally provided.”

5.17.3 Insert “As required to each Job Order” at the beginning of the first sentence.

5.18 Project Document Maintenance and Submittal

5.18.1.2 Delete “Contract” and replace with “Job Order.”

5.18.1.3 Delete “Specifications” and replace with “Detailed Scope of Work.”

5.18.1.4 In the last sentence, delete “on the Contract Documents” and replace with “in the Detailed Scope of Work.”

5.18.2 Before Contract Completion

5.18.2.1 Insert “If applicable to the Job Order” at the beginning of the first sentence.

5.21 Progress Cleaning

5.21.1 Delete “Specifications” and replace with “Detailed Scope of Work.”

5.25 Correction of the Work

5.25.1 Delete “Work” and replace with “Detailed Scope of Work.”

MODIFICATIONS TO ARTICLE 6 – SUBCONTRACTORS

6.2 Evaluation and Approval

6.2.1 Delete “When submitting its Bid” and replace with “With each Job Order Proposal”; delete “bid” and replace with “each Job Order.”

6.2.3 Delete “Contract Sum” and replace with “Job Order Price.”

MODIFICATIONS TO ARTICLE 7 – SUBCONTRACTORS

7.1 GDPM Obligation

7.1.1 Delete “price” and replace with “Job Order Price”; delete “contract” and replace with “approved Price Proposal for the completion of the Detailed Scope of Work.”

7.4 Progress Payments

7.4.1 Insert “If applicable on a Job Order” at the beginning of the first sentence; delete “the Contract” and replace with “the Job Order.”

7.4.3 Insert “If applicable on a Job Order” at the beginning of the first sentence.

7.5 Delete “Allowances” in its entirety and replace with “INTENTIONALLY DELETED.”

7.6 Delete “Unit Prices” in its entirety and replace with “INTENTIONALLY DELETED.”

7.7 Schedule of Values

7.7.1 Delete in its entirety and replace with the following;
“7.7.1 As required for a Job Order, the Contractor shall submit to GDPM a Schedule of Values.”

7.7.1.1 Delete in its entirety.

7.7.2 Delete “Contract Sum” and replace with “Job Order Price.”

7.7.3 Delete in its entirety.

7.8 Labor Payments/Retainage

- 7.8.1 Delete “unit or lump sum price” and replace with “Job Order Price”; delete “contract” and replace with “approved Price Proposal and any approved Supplemental Job Order.”
- 7.8.2 Delete “lump sum price” and replace with “Job Order Price.”
- 7.8.3 Delete “either a unit or lump sum price contract” and replace with “Price Proposal.”

7.9 Material Payments/Retainage

- 7.9.1 Delete “a Unit Price or lump sum contract” and replace with “a Price Proposal.”

7.11 Payment Request

- 7.11.1 Insert “If applicable on a Job Order” at the beginning of the first sentence; delete “Contract” at end of last sentence and replace with Job Order.

MODIFICATIONS TO ARTICLE 8 – CONTRACT MODIFICATIONS

8.1 Changes in Work

- 8.1.1 Delete “Work” and replace with “Detailed Scope of Work”; delete “Contract” and replace with “Job Order”; delete “Change Order” and replace with “Supplemental Job Order.”
- 8.1.6 Delete “Work” and replace with “Detailed Scope of Work”; delete “Contract Sum” and replace with Job Order Price; delete “Contract Time” and replace with “Job Order Complete Time.”
- 8.1.7 Delete “Work” and replace with “Detailed Scope of Work”; delete “Change Order” and replace with “Supplemental Job Order.”

8.2 Change Order

- 8.2.1. Delete the first paragraph in its entirety and replace with the following;
 “8.2.1. GDPM may, at any time, without invalidating the Job Order and without notice to the sureties, by Supplemental Job Order, may order changes in the Detailed Scope of Work by adding to, changing or deleting from the Detailed Scope of Work within the general scope of the Job Order including changes.”

 In the second paragraph, delete “specifications” and replace with “Detailed Scope of Work”; insert “where required per Job Order” at end of sentence.

 In the fourth paragraph, delete “Work” and replace with “Detailed Scope of Work.”
- 8.2.2 Insert the following:
 “All Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Developing All Job Orders contained in the JOC Supplemental Conditions.”
- 8.2.3 Insert the following:
 “Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non-Prepriced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the Original Job Order”
- 8.3 **Increase or decrease in cost.**
 Delete in its entirety and replace with the following articles and sub-articles:
 “8.3.1. If any change causes an increase or decrease in the Job Order Price, or the time required for the performance of any part of the Detailed Scope of Work under each Job Order, whether or not

changed by any such order, GDPM shall make an equitable adjustment through the issuance of a Supplemental Job Order.”

“8.3.2. If directed by GDPM, the Contractor shall proportionally increase the amount of the Bond whenever the Job Order Price is increased.”

“8.3.3. If any notice of any change affecting the Job Order is required by the provision of the Bond, notice is the Contractor's responsibility.”

“8.3.4. Except for an adjustment based on defective specifications, no Supplemental Job Order for any change shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required.

“8.3.4.1. In the case of defective specifications for which GDPM is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specification.”

“8.3.5. The Contractor must assert its right to an adjustment within 30 days after:

8.3.5.1. Receipt of a written Supplemental Job Order, or

8.3.5.2. The furnishing of a written notice by submitting a written statement describing the general nature and the amount of the Supplemental Job Order.”

“8.3.6. “If the facts justify it, GDPM may extend the period for submission of the Supplemental Job Order.”

8.4 Change Directive

8.4.1 In first sentence, delete “Order.”

8.4.2 In the first sentence, delete “Contract Sum” and replace with “Job Order Price”; delete “Contract Time” and replace with “Job Order Completion Time.”

8.4.3 In all instance, delete “Change Order” and replace with “Supplemental Job Order.”

8.4.5 Delete in its entirety and replace with the following:
“8.4.5 Within 14 days after receiving the Change Directive, the Contractor shall respond with a Job Order Proposal for the issuance of a Supplemental Job Order or the adjustment of the Job Order Price or Job Order Completion Time or both.

8.4.6 Delete “Contract Sum” and replace with “Job Order Price”; delete “Contract Time” and replace with “Job Order Completion Time.”

8.4.7 Delete “Contract Sum” and replace with “Job Order Price”; delete “Contract” and replace with “Job Order Completion”; delete “Change Order” and replace with “Supplemental Job Order.”

8.5 Change Order Procedure

8.5.1 Delete “Change Order” and replace with “Supplemental Job Order”

8.5.2 Delete “Proposals” and replace with “Supplemental Job Order”; delete “Contract Sum” and replace with “Job Order Price”

8.5.3 In all instances, delete “Change Order” and replace with “Supplemental Job Order.”

8.5.4 In all instance, delete “Change Order” and replace with “Supplemental Job Order.”

8.6 Delete “Change Order Proposal” and replace with “Supplemental Job Order Proposal”

8.6.1 Delete in its entirety and replace with the following:

“8.6.1 The Job Order Price for all Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Developing All Job Orders contained in the JOC Supplemental Conditions.”

- 8.6.2** Delete in its entirety and replace with the following:
“8.6.1 Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non-Prepriced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the Original Job Order.”
- 8.6.3** Delete in its entirety and replace with the following:
“8.6.3 The Contractor may include with the Job Order Proposal, its request for Job Order Completion time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Contract in its entirety.”
- 8.6.4** Delete in its entirety and replace with the following:
“8.6.4 GDPM shall act on Supplemental Job Orders proposals within 30 days after their receipt, or notify the Contractor of the date such action will be taken. Equitable adjustments shall be made in accordance with Section - 8.9 *Change Order Cost or Credit Determination* below”
- 8.6.6** Delete in its entirety and replace with the following:
“8.6.6 By submitting a Job Order Proposal for a Supplemental Job Order, the Contractor irrevocably certifies that the elements of a Supplemental Job Order described herein are completely satisfied, and waives all rights, if any, to seek further adjustment of the Job Order Price or Job Order Completion Time, or both, at a later date with respect to the associated change in the Detailed Scope of Work, including without limitation on account of the "cumulative impact" of the associated change in the Detailed Scope of Work in combination with one or more of the other changes in the Detailed Scope of Work.”
- 8.6.7** Delete “this Contract” and replace with “each Job Order.”
- 8.6.8** Delete all instances of “Change Order” and replace with “Supplemental Job Order”; delete “Contract” and replace with “Job Order.”

8.7 Differing Site Conditions

- 8.7.1** In the second sentence, delete “this contract” and replace with “the Detailed Scope of Work”; in the third sentence, delete “Contract” and replace with “Detailed Scope of Work.”
- 8.7.2** Delete in its entirety and replace with the following:
“8.7.2 GDPM shall investigate the site conditions promptly after receiving the notice.
- Work shall not proceed at the affected site, except at the Contractor's risk, until GDPM has provided written instructions to the Contractor.
 - If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the Job Order Completion time required for, performing any part of the Detailed Scope Work under each Job Order, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to GDPM within ten days after receipt of such instructions and, in any event, before proceeding with the completion of the Detailed Scope of Work.
 - An equitable adjustment in the Job Order Price, the delivery schedule, or both shall be made under this Section and in accordance with Section 8.9 *Supplemental Job Order Price or Credit Determination* below, and a Supplemental Job Order issued accordingly.”
- 8.7.3** Delete “an equitable adjustment to the Contract” and replace with “Supplemental Job Order”

8.7.4 Delete “an equitable adjustment to the Contract” and replace with “a Supplemental Job Order”; delete “this contract” and replace with “each Job Order.”

8.8 Minor Changes in the Work

Delete in its entirety and replace with following:

“8.8.1 Notwithstanding Form HUD-5370 Article 29(b), GDPM may order minor changes in the Detailed Scope of Work not involving adjustment of the Job Order Price or extension of the Job Order Completion Times and not inconsistent with the intent of the Job Order.

- Such changes shall be effected by “no cost Supplemental Job Order” issued to the Contractor.

8.8.2 The Contractor shall promptly carry out each order for a minor change in the Detailed Scope of Work if the Contractor agrees that the order does not involve adjustment of the Job Order Price and Job Order Completion.

8.8.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Job Order Price or Job Order Completion Times, or both, on account of an order for a minor change in the Detailed Scope of Work, the Contractor, within 3 business days after receiving the order, shall give GDPM written notice of the Contractor's position, and not proceed with the subject Detailed Scope of Work without first receiving a Supplemental Job Order related to it.

8.8.4 The Contractor waives its right to an adjustment of the Job Order Price or Job Order Completion Times on account of an order for a minor change in the Detailed Scope of Work by:

- a. Starting the Detailed Scope of Work that is the subject of the order for a minor change in the Detailed Scope of Work; or
- b. Failing to give the notice described herein within 3 business days after receiving the order for a minor change in the Detailed Scope of Work.”

8.9 Delete “Change Order Cost” and replace with “Supplemental Job Order Price”; Credit Determination to remain

Delete in its entirety and replace with the following:

“8.9.1 The Job Order Price for all Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Developing All Job Orders contained in the JOC Supplemental Conditions.”

“8.9.2 Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non-Prepriced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the Original Job Order.”

“8.9.3 INTENTIONALLY DELETED

8.10 Time Extension

Delete in its entirety and replace with following:

“8.10.1 Where applicable per Job Order, Contractor's Supplemental Job Order Proposal shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the Job Order Completion Time in its entirety. Every adjustment of the Job Order Completion Times associated with any Supplemental Job Order shall be determined as provided herein, which establishes the Contractor's maximum entitlement for any change in the Detailed Scope of Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Detailed Scope of Work.”

“8.10.2 This also governs time adjustments for deduct Supplemental Job Orders and Contractor's entitlement to additional time through the claims and dispute resolution process on account of changes in the Detailed Scope of Work.”

“8.10.3 The Contractor shall substantiate all changes in the Job Order Completion Times with:

- a. A written description of the nature of the interference, disruption, hindrance or

- delay ("disruption or delay");
 - b. Identification of Persons and events responsible for the disruption or delay;
 - c. Date, or anticipated date, of commencement of the disruption or delay;
 - d. Identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the disruption or delay, or new activities created by the disruption or delay and the relationship with existing activities;
 - e. Anticipated duration of the disruption or delay and of any remobilization period;
 - f. Specific number of days of extension requested and specific number of days for remobilization requested;
 - g. Recommended action to avoid or minimize any future disruption or delay; and
 - h. A detailed written proposal for an increase in the Job Order Price which would fully compensate the Contractor for all costs of acceleration of the Detailed Scope of Work needed to completely overcome the associated delay, if any.”
- “8.10.4 Where applicable per Job Order, A Supplemental Job Order may authorize extension of the Job Order Completion Time for specific elements, while maintaining milestone dates for unaffected elements. Such a Supplemental Job Order may also authorize an appropriate adjustment to Liquidated Damages.”

8.12 Granting Time Extension

- 8.12.1 Delete “Change Order and replace with “Supplemental Job Order”; delete “Contract Times and replace with “Job Order Completion Times.”

MODIFICATIONS TO ARTICLE 9 – DISPUTE RESOLUTION & CLAIM PROCEDURE

9.5 Delete “Substantiation of Claims for Extension of the Contract Time” and replace with “Substantiation of Claims for Extension of Job Order Completion Time”

- 9.5.1 In the first paragraph, delete “Contract Times” and replace with “Job Order Completion Times”; in the third paragraph delete “an increase in the Contract Sum” and replace with “a Supplemental Job Order”; delete the first instance of Contract in the third paragraph and replace with “Job Order Completion.”

9.6 Certification of a Claim

- 9.6.1 In the first paragraph, delete “Contract” and replace with “Job Order.”

9.7 Delay and Delay Damage Limitations

- 9.7.1 In the first paragraph, delete “Contract” and replace with “Job Order”; delete “Contract Times” and replace with “Job Order Completion Times.”
- 9.7.2 In the first paragraph, delete “Contract” and replace with “Job Order”; delete “Contract Sum” and replace with “Job Order Price”; delete “Contract” and replace with “Job Order Completion”; in third paragraph delete “Contract” and replace with “Job Order.”
- 9.7.3 In all instances of “Contract Time” replace with “Job Order Completion Time.”
- 9.7.4 In first sentence, replace “Contract” with “Job Order Completion”; replace “Contract Sum” with “Job Order Price.”
- 9.7.5 Delete “Contract Sum” and replace with “Job Order Price.”
- 9.7.6 Delete “Contract Sum” and replace with “Job Order Price.”

MODIFICATIONS TO ARTICLE 10 – SUSPENSION AND TERMINATION

10.1 Suspension of the Work

- 10.1.5 In all instances, delete “Contract Documents and replace with “Job Order”
- 10.1.7 Delete “Contract Sum” and replace with “Job Order Price”; delete “Contract” and replace with “Job Order Completion.”

10.2 Termination for Convenience

- 10.2.7 Delete “Work” and replace with “Job Order.”
- 10.2.8 Delete “Work” and replace with “Job Order.”

10.3 Termination for Cause/Default

- 10.3.1 Delete “work” and replace with “Job Order.”
- 10.3.2 Delete “work” and replace with “Job Order.”
- 10.3.3 In the first sentence, delete all instances of “work” replace with “Job Order.”
- 10.3.7.5 Delete “Work” and replace with “Job Order.”
- 10.3.7.6 Delete “Work” and replace with “Job Order.”
- 10.3.7.10 In all instances, delete “Work” and replace with “Job Order.”

MODIFICATIONS TO ARTICLE 11 – CONSTRUCTION CLOSEOUT

11.1 Inspection and Construction of the Work

- 11.1.1 Delete “Contract” and replace with “Job Order.”
- 11.1.3 In the fifth sentence, delete “work” and replace with “Job Order.”

11.2 Routine Inspections

- 11.2.2 Delete “Contract Sum” and replace with “Job Order Price.”
- 11.2.4.1 Delete “Contract” and replace with “Supplemental Job Order, Contract.”
- 11.2.6 Delete “Contract” and replace with “Contract and Job Order.”

11.3 Substantial Completion

- 11.3.1 Delete “the Work” and replace with “a Job Order.”
- 11.3.2 In all instances, delete “Contract” and replace with “Job Order”; in the seventh sentence, delete “Work” and replace with “Detailed Scope of Work.”
- 11.3.5 Delete “the Work” and replace with “each Job Order.”
- 11.3.6 Delete “the Work” and replace with “a Job Order”; in the second sentence, insert “through a Supplemental Job Order” at the end of the sentence.
- 11.3.7 In the third sentence, delete “change order” and replace with “Supplemental Job Order.”

11.5 Acceptance of Defective Work

11.5.1 Delete “Contract Sum” and replace with “Job Order Price.”

11.5.3 Delete “Contract” and replace with “Detailed Scope of Work.”

11.6 Building Commissioning

11.6.1 Delete “Project Scope” and replace with “Detailed Scope of Work.”

11.8 Final Contract Completion

11.8.1 Delete “Contract Documents” and replace with “Detailed Scope of Work”; delete “Contract” and replace with “Job Order”; insert “of the “Job Order Price” at the end of the sentence.

11.8.2 Delete “Contract” and replace with “Job Order Price.”

11.9 Partial Occupancy

11.9 In the first sentence, delete “Contract” and replace with “Job Order.”

MODIFICATIONS TO ARTICLE 12 – WARRANTY

12.2 Warranty of Construction

12.2.1 In the third sentence, (a) delete “Work” and replace with “each Job Order.”

MODIFICATIONS TO ARTICLE 13 – BONDS AND INSURANCE

13.1 Bid Bond/Guaranty

Delete in its entirety and replace with the following:

13.1.1. The Contractor shall provide to GDPM a bid guaranty in the form of either: (1) a bond for **\$10,000**; or (2) a certified check, cashier's check or letter of credit revocable only at the option of GDPM and shall be in the amount of **\$10,000**.

13.1.2. The bid guaranty shall be conditioned to provide that Contractor will, after award, enter into a contract with GDPM in accordance with the bid, plans, details, and specifications.

13.1.3. If the bidder fails to enter into the Contract and GDPM awards Contract to next lowest bidder, the bidder and the surety on the bidder's bid are liable to GDPM for the lesser of either:

- The difference between the bid and that of the next lowest bidder; or
- For a penal sum in the amount of **\$10,000**.

13.1.4. If GDPM does not award the Contract to the next lowest bidder but resubmits the Project for bidding, the bidder failing to enter into the Contract and the surety on the bidder's bond are liable to GDPM for a penal sum not to exceed **\$10,000**.

13.1.5. Where GDPM accepts a bid but the bidder fails or refuses to enter into a proper contract in accordance with the bid, plans, details, and specifications within ten days after Notice of Intent, the bidder and surety on any bond are liable for the amount of the difference between the bidder's bid and the next lowest bidder.

13.1.6. All bid guaranties shall be payable to GDPM, be for the benefit of GDPM and be deposited with GDPM.

13.2 Payment and Performance Bond

13.2.1 Delete “Contract Commencement” and replace with “Commencement of the Detailed Scope of Work.”

13.2.2 Delete in its entirety and replace with the following:

“13.2.2 If required for a Job Order, the Contractor shall provide a payment and performance bond(s) in an amount equal to the Job Order Price for all Job Orders valued over \$100,000. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by GDPM with no variations, additions, or deletions. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the reimbursable work task in the Construction Task Catalog®. The Contractor shall submit documentation, acceptable to the Owner, establishing the cost of the bonds.”

13.2.6 In all instances, delete “Contract Sum” and replace with “Job Order Price.”

13.5 Minimum Contractor Coverage Requirements

13.5.5 **Delete in its entirety and replace with the following:**

“13.5.5 *Builder’s Risk Insurance:* GDPM may require the Contractor to obtain a Builders Risk Policy for any individual Job Order or Project. The cost of such Builder’s Risk policy shall be reimbursed to the Contractor without markup. If required for a Job Order, Contractor shall furnish GDPM with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force.

13.5.6 **Delete in its entirety and replace with the following:**

“13.5.6 *Umbrella/Excess Liability:* GDPM may require the Contractor to obtain an Excess Liability Policy for any individual Job Order. The cost of such Excess Liability policy shall be reimbursed to the Contractor without mark-up. Contractor may employ an umbrella/excess liability policy to achieve the above required minimum coverage. Unless otherwise specified by GDPM in writing, for Construction Contracts in excess \$1,000,000, the Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or Work to be performed by the Subcontractor) includes any of the following:

- a. Brick/block masonry;
- b. Exterior caulking/sealant;
- c. Cast-in-place or precast concrete;
- d. Damp proofing/waterproofing;
- e. Electrical;
- f. Elevator;
- g. Exterior glass and/or glazing;
- h. Exterior marble, granite, and/or other stonework;
- i. Miscellaneous metals;
- j. Plaster/stucco;
- k. Plumbing;
- l. HVAC;
- m. Roofing and/or sheet metal;
- n. Scaffolding;
- o. Spray-on fireproofing;
- p. Sprinkler and/or fire protection; or
- q. Structural steel and/or metal deck.

13.5.8 Delete in its entirety and replace with the following:

“13.5.8 Professional Liability: If the Contractor engages a professional engineer or architect to provide services, the Contractor shall require such professional to maintain Professional Liability Insurance with limits at not less than \$1,000,000 each claim and an annual-aggregate limit of not less than \$2,000,000. The cost of which is included in the Unit Prices or shall be included in the Non-Prepriced Task for such services. Unless otherwise specified by GDPM in writing, Contractor shall maintain professional liability insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work) without design-build exclusions with a limit not-less than \$1,000,000.

MODIFICATIONS TO ARTICLE 15 – DAMAGES

15.1 Liquidated Damages

- 15.1.1.** At the sole discretion of GDPM, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. If Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to GDPM as liquidated damages in accordance with the table listed in 15.1.8.
- 15.1.2.** If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed.
 - 15.1.2.1.1.** To the extent that Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due GDPM.
 - 15.1.2.2.** Contractor remains liable for damages caused other than by delay.
- 15.1.3.** If GDPM terminates Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned GDPM in completing the work.
 - 15.1.3.1.** If GDPM does not terminate Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.
 - 15.1.3.2.** If Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine GDPM's resulting damages.
 - 15.1.3.3.** Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at GDPM's option) pay to or credit GDPM the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time.

<i>Total JOB Order Price</i>	<i>Daily Liquidated Damages</i>
Less than \$150,000	\$200
\$150,000-\$500,000	\$400
\$500,000.01 - \$1,000,000	\$500
\$1,000,000.01 - \$2,000,000	\$1,000
More than \$2,000,000	\$2,000

- 15.1.4. If Contractor simultaneously fails to achieve two or more Milestones, GDPM shall be entitled to recover the sum of the associated Liquidated Damages per day rates.
- 15.1.5. The Liquidated Damages described are only intended to compensate GDPM for the direct damages it incurs as a result of Contractor's failure to achieve the Milestones within their associated Job Order Completion Time.
- 15.1.6. The Liquidated Damages described are not intended to compensate GDPM for any damages GDPM incurs on account of:
 - 15.1.6.1. Any claims attributable to Contractor that are brought by others including Separate Consultants and Separate Contractors; or
 - 15.1.6.2. Any failure of Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.
- 15.1.7. The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums.
 - 15.1.7.1. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, GDPM shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.
- 15.1.8. In addition to other rights that GDPM may have relative to the Liquidated Damages, GDPM may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, Contractor shall immediately pay the amount of the insufficiency to GDPM.

15.2. Mutual Waiver of Consequential Damages

- 15.2.1. Except for the Liquidated Damages provided for above, GDPM and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.
 - 15.2.1.1. GDPM's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.
 - 15.2.1.2. The Contractor's waiver includes:
 - 15.2.1.2.1. Claims for unabsorbed home-office overhead;
 - 15.2.1.2.2. Any other form of overhead in excess of that specifically provided for;

- 15.2.1.2.3. Delay damages except as otherwise specifically provided for;
- 15.2.1.2.4. Increased cost of funds for the Project;
- 15.2.1.2.5. Lost opportunity to work on other projects;
- 15.2.1.2.6. Losses of financing, business, and reputation;
- 15.2.1.2.7. Loss of profit except anticipated profit, arising directly from properly performed Work;
- 15.2.1.2.8. Loss of bonding capacity; and
- 15.2.1.2.9. Consequential damages arising from termination of the Contract or related to insolvency.

15.2.2. Notwithstanding Section 15.2.1, this Section 15.2:

- 15.2.2.1. Does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include Section 15.2.1;
- 15.2.2.2. Does not apply to Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that Section 15.2.1 would otherwise preclude;
- 15.2.2.3. Does not preclude GDPM's recovery of Liquidated Damages; and
- 15.2.2.4. Does not apply to Claims for damages arising from GDPM's or Contractor's gross negligence or willful misconduct.

15.3. This Article 15 shall survive termination of the Contract.

MODIFICATIONS TO ARTICLE 20 – CONTRACT DOCUMENTS AND CONTRACT RECORDS

20.6 Order of Precedence

Delete in its entirety and replace with the following:

- 20.6.1 In the event of any inconsistency or conflict within any of the Contract Documents shall be resolved by giving precedence in the following order:
- 20.6.2 Contract Modifications (later takes precedence over earlier)
- 20.6.3 Agreement
- 20.6.4 Addenda (later takes precedence over earlier)
- 20.6.5 Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
- 20.6.6 JOC Supplemental Conditions
- 20.6.7 Invitation for Bid
- 20.6.8 General Terms and Conditions (for both Large and Small Construction Contracts)
- 20.6.9 The Construction Task Catalog®
- 20.6.10 Technical Specifications
- 20.6.11 DMHA Technical Specifications