

## **SPECIAL CONTRACT CONDITIONS**

### **TABLE OF CONTENTS**

GENERAL	2
SCC-1 INSURANCE	2
SCC-2 EVENINGS, WEEKENDS AND HOLIDAYS	2
SCC-3 PROGRESS PAYMENTS	2
SCC-4 FINAL PAYMENT	3
SCC-5 CONTRACTOR'S WARRANTY AND GUARANTEE	3
SCC-6 SUBSTANTIAL COMPLETION AND RIGHT OF OCCUPANCY	3

## **GENERAL**

These Special Contract Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions of the General Conditions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Special Contract Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

### **SCC-1 INSURANCE**

Section 204, A, "Insurance Coverages" is modified as follows:

- a. Minimum Coverages. Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:

- i. Workers' Compensation and Employers' Liability

State of Colorado: Statutory

- ii. General Liability – ISO CG 00001 or equivalent

- A. General Aggregate Limit: \$2,000,000
    - B. Per Occurrence: \$1,000,000

- iii. Automobile Liability Limits – ISO form CA0001 (BAP) or equivalent including coverage for owned, non-owned and hired autos

Bodily & Property Damage \$1,000,000  
Combined Single Limit:

### **SCC-2 EVENINGS, WEEKENDS AND HOLIDAYS**

The CONTRACT is between the CONTRACTOR and a third-party, not the City; therefore Section 303 and Section 304 of the contract, which identify when work shall be performed, do not apply. Work may occur on standard workdays, evenings, weekends and holidays as determined by the parties to the CONTRACT.

### **SCC-3 PROGRESS PAYMENTS**

Sections 503 to 505 of the General Conditions, which address progress payments, are replaced by the Mobile Home Wind Damage Repair and Efficiency Upgrade Grant Program Regulations and Procedure document, Section V, "Program Procedures", item 10, which states:

Project Manager will pay the Contractor 50% of the Grant Amount upon execution of the contract between the grant recipient and contractor and its submission to grant Project Manager.

**SCC-4 FINAL PAYMENT**

Sections 510 and 511 of the General Conditions, which address final payments, are modified to conform to the Mobile Home Wind Damage Repair and Efficiency Upgrade Grant Program Regulations and Procedure document, Section V, “Program Procedures”, item 13, which states:

Once the work is accepted by Grant Recipient, Project Manager will issue a final check to the Contractor for materials and labor costs not yet paid.

**SCC-5 CONTRACTOR’S WARRANTY AND GUARANTEE**

Section 601 in the General Conditions is modified so the CONTRACTOR’s guarantee and warranty periods shall continue for a period of one (1) year only, not two (2) years. Section 617 and 618 of the General Conditions, which describe conditions for an extension to the guarantee period and an inspection at the end of the guarantee period do not apply.

**SCC-6 SUBSTANTIAL COMPLETION AND RIGHT OF OCCUPANCY**

The contracting party is not the City and the property subject to CONTRACT does not belong to the City, therefore “substantial completion”, defined in Section 613 as “the point that the City may occupy and fully utilize the facilities” without nuisance, is not relevant and this section does not apply. Similarly, section 619 of the General Conditions, which addresses the City’s Right of Occupancy does not apply.