

GENERAL CONDITIONS



REFER TO:

AIA DOCUMENT A201-1997

General Conditions of the Contract for construction

A copy of the General Conditions is not included in this set due to copyright laws. It is understood that all parties to this contract, including contractors and sub-contractor, have read and understand the document referenced above. The original General Conditions document is bound into the contract sets of the Specifications for this project. Anyone may purchase their own copy of the General Conditions at the following location:

AIANH
P.O. Box 398
Keene, NH 03431

Telephone: (603) 357-2863
FAX: (603) 357-0835

SUPPLEMENTARY GENERAL CONDITIONS



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GENERAL:

The Supplementary General Conditions, hereinafter abbreviated as SGC, shall be the only document that alters or modifies the General Conditions of the Contract for Construction, AIA Document A201 (AIA GC) 1997 edition. The unaltered or unmodified portions of the AIA GC shall be in full effect.

The paragraph numbers in the SGC correspond to or are in consecutive order with those in the AIA GC.

Article 1 - General Provisions:

Add a new paragraph 1.1.8 as follows:

"The word "Approved" used without further qualifications shall be understood to mean "Approved by the Architect"."

The work referred to as "reasonably inferable" in paragraph 1.2.3 shall include, but not limited to, furnishing and installing all anchors, ties, bolts and other items not specifically shown or called for but necessary to secure parts of the work required by the Contract Documents.

Article 2 - Owner

Delete Section 2.2.5 and substitute the following:

"The Contractor will be furnished, at no cost to him, one (1) set of the Contract Drawings as hard copy prints and Contract Specifications as electronic file for use to generate copies of Construction Documents. This is in addition to the signed Contract Set(s) for building permit application. Additional sets, if requested by the Contractor, shall be furnished at the Architect's cost for reproduction."

Article 3 - Contractor

Add the following paragraph 3.2.4:

"Should any contradiction, ambiguity, error, inconsistency, omission or incomplete system appear in or between any of the Contract Documents, the Contractor shall, before submitting the final bid and signing the contract for construction, notify the Architect and request a written resolution as to which methods or materials will be required. In the event of conflicting requirements of standards, drawings or specifications, the Contractor shall comply with the more stringent requirements. Before submitting the final bid and signing the contract for construction the Contractor shall obtain an written interpretation from the Architect. In no case shall the Contractor proceed with the affected work until advised by the Architect.

If the Contractor fails to make a request for interpretation or resolution no excuse will be accepted for failure to carry out the work in a satisfactory manner, as interpreted by the Architect. This generally means the use of the highest quality material, most expensive way of performing work and providing complete functioning systems for proper operation,

Each and every trade or Subcontractor will be deemed to have familiarized themselves with all Contract Documents of this project, including Architectural, Structural, Mechanical, Electrical and Site Work, and to have visited the site, so as to avoid errors, omissions and misinterpretations. Related information may be provided on Contract Documents other than those associated with the Subcontractor's trade. The Contractor is responsible for coordinating related work of all the Contractor Documents. No additional compensation will be authorized for alleged errors, omissions and misinterpretations, whether they are a result of failure to observe this requirement or not."

Add a new paragraph 3.2.5 as follows:

"Contractor shall check, verify and be responsible for all dimensions whether existing prior to commencement of his work or created by his work."

Add the following to paragraph 3.5:

"Contractor shall warranty the project for a minimum of two years as required by Maine State Law."

Add at the end of paragraph 3.12.1 the following:

"The shop drawings shall include fabrication, erection layout and setting drawings and schedules; performance and test data; wiring and piping diagrams and any other information required for proper approval or installation of all parts of the work specified. If any modifications are required to a standard item, such modification shall be clearly shown or noted at the time of the submittal of shop drawings."

Add at the end of paragraph 3.12.4 the following:

"Submittals shall be required for all fabricated items proposed for use in the project as listed at the end of specification section 01300."

Add at the end of paragraph 3.18.1 the following:

"The Contractor's indemnification shall include without limiting the generalities of the foregoing, all claims, damages, losses and expenses arising out of the provisions of the Workmen's Compensation Laws in the state that the project is located."

Article 4 - Administration of the Contract

In paragraph 4.2.8 delete the following:

"Change Orders and...."

Article 5 - Subcontractors

No Change.

Article 6 - Construction by Owner or by Separate Contractors

Add at the end of paragraph 6.2.1 the following:

"The Contractor shall be responsible for and shall have the authority to coordinate the works of other contractors under separate contracts where the completeness of the project depends on such works of other contractors. In carrying out this responsibility the Contractor shall give written notice to other contractors in ample time as to the estimated time when his work will be ready to receive the works of other contractors. Such other contractors are expected to verify the accuracy of such estimated time from time to time and the Contractor shall cooperate in every way possible to insure smooth and timely coordination of works by various other contractors."

Article 7 - Change in the work.

Add to paragraph 7.1.1 the following:

All changes in the Work cannot be performed until an authorized Change Order has been issued. Any changes in the Work which are commenced prior to issuance of a Change Order may be subject to removal or will be done at the expense of the Contractor.

In paragraph 7.2.1 delete the following:

"Prepared by the Architect" and substitute "Prepared by the Contractor."

Delete subparagraph 7.3.3.1, in its entirety and substitute the following:

The cost or credit to the Owner resulting from a change in the work shall be determined by the actual direct costs or savings to the Contractor, plus, in the case of an increase in the Contract Sum, an allowance for overhead and profit as set forth below. Unless otherwise provided in the Contract Documents, cost shall be limited to the following; cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits; workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision personnel directly attributable to the change. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a new decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change. The total allowable cost for overhead and profit, shall be at the same percentage for overhead and profit as included in the base contract.

Article 8 - Time

Add at the end of paragraph 8.2.3 the following:

"Should the Contractor fail at any time to maintain satisfactory progress in accordance with the Progress Schedule required by Paragraph 3.10, the Contractor shall, upon written notice from the Owner, furnish additional labor and/or perform overtime work as and when necessary to progress the work on schedule. The Contractor shall be solely liable for increases in rates of wages for overtime work and any other increases in costs that may accrue as a result of failure to maintain satisfactory progress."

Add a new paragraph 8.2.4 as follows:

"The failure to complete the work within the Contract time together with the extension thereof, if any, shall constitute a breach of contract and subject to filing by the Owner of claims against the Contractor for recovery of liquidated damage if the Owner so chooses."

Article 9 - Payments and Completion

Add at the end of paragraph 9.8.4 the following:

"The Contractor shall obtain and furnish to the Owner a bona fide Certificate of Occupancy upon final completion."

Add a new subparagraph 9.9.4 as follows:

"The Owner reserves the right to receive, place and install equipment and furnishings prior to the date of substantial completion in such a manner that will not cause serious interference with the Contractor's work. Such preliminary occupancy shall not be construed as acceptance by Owner of any work. The Owner shall notify the Contractor, in writing, of intention to take such temporary occupancy not less than thirty (30) days before the desired date of occupancy and the Contractor shall in writing, confirm or request postponement of the date not later than five (5) days after the receipt of the notice."

Add at the end of paragraph 9.10.2 the following:

"Prior to final payment, Contractor's Affidavit of Payment of Debts and Claims and Affidavit of Release of Liens shall be submitted in the form of AIA Documents G706 and G706A."

Article 10 - Protection of Persons and Property.

No Change.

Article 11 - Insurance and Bonds

Add a new paragraph 11.1.4 as follows:

The following insurance and limits shall be required as minimum:

Commercial General Liability Insurance:

(Note: Lower Limits are acceptable in conjunction with an Umbrella Policy)

- | | |
|-------------------------|---|
| 1. COVERAGE BASIS: | Occurrence Policy |
| 2. LIMIT: | \$2,000,000 general aggregate
\$2,000,000 aggregate products/
completed operations
\$1,000,000 personal advertising
\$1,000,000 per occurrence
\$50,000 fire damage
\$5,000 medical expense |
| 3. INCLUDE: | - Completed operations/Product
Liability (including XCU
coverage if applicable)
- Blanket contractual liability
- Employees as additional insureds
- Premises Medical Payments |
| 4. DEDUCTIBLE: | None |
| 5. CONTINUOUS COVERAGE: | Contractor agrees to continue to
provide evidence for one year
following work acceptance that CGL
insurance has been continuously in
force. |

Workers Compensation:

- | | |
|-------------------------|---|
| 1. LIMITS: | Statutory |
| 2. EMPLOYER'S LIABILITY | \$500,000 each accident/\$500,000
disease policy limit.
Extending to cover all contracted
labor used on the project. |

Automobile Insurance:

- | | |
|------------|---|
| 1. FORM: | Comprehensive automobile liability covering "any auto" |
| 2. LIMITS: | \$1,000,000 bodily injury each person and property damaged
\$2,000,000 each accident |

Umbrella Insurance: (only required if primary Commercial General Liability or Automobile policies are less than the limits indicated)

Contractors Pollution Liability:(only applies to contractors involved in environmental or hazardous waste abatement projects and in the use of large quantities of hazardous materials)

- | | |
|----------------------|---|
| 1. FORM: | Claims made |
| 2. LIMIT: | Not less than \$1,000,000 or such additional coverage as may be required. |
| 3. DEDUCTIBLE: | No greater than \$25,000 |
| 4. DISCOVERY PERIOD: | 365 Days |

All Policies:

1. Must name the following as additional insureds (with the exception of Worker's Compensation and Professional Liability coverage)

The Owner of this project as indicated on the Contract for the project.

2. Other additional insured if required by the Owner or Mortgage:
3. Must contain 30-day written notice of cancellation to certificate holder's provision.
4. Must be placed with insurers carrying an A.M. Best of A or better.

Subcontractors:

Subcontractors must carry the same insurance and minimum limits as Contractor in or Contractor must insure activities of subcontractors in his own policy.

Owner's Protective Liability Insurance:

The Contractor shall include as an expense, during the life of this Contract, the deductible of the Owner's Protective Liability Insurance, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

Article 12 - Uncovering and Correction of Work

In paragraph 12.2.1 delete the following:

"Or After Substantial Completion"

and substitute:

"Or After Final Completion and Acceptance by the Owner".

In paragraph 12.2.2.1 delete the following:

"...3.5, if, within one year after..."

and substitute:

"...3.5, if, within two years after...r".

Article 13 - Miscellaneous Provisions

No Change

Article 14 - Termination or Suspension of the Contract

No Change

Add Article 15 - Additional Provisions

15.1 Material and Substitution:

15.1.1 When a substitution of a material, system or method of construction proposed by the Contractor is duly approved, but such substitution requires modifications in the Contract Documents, whether relative to that item or to related work, the cost of making the modifications shall be borne by the Contractor.

15.1.2 If such substitution by the Contractor requires additional cost in the work of related trades, the Contractor shall bear such cost without penalizing the Owner in any way.

15.1.3. If such substitution requires additional architectural or engineering work, the Owner may request reimbursement for same from the Contractor.

END OF SGC

