

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS:

- A. The "General Conditions of the Contract for Construction". Document A-201, Fifteenth Edition, dated 1997, as issued by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006; form the General Conditions for this Contract whether bound herein or not. The term "Contractor" as used herein shall have the same meaning as the term "General Contractor" as used in the Standard Form of Agreement Between Owner and General Contractor, AIA Document A-101, between the parties hereto.
- B. The provisions of the foregoing document shall apply to the work of this Contract, except as modified or supplemented hereinafter in the Supplemental Conditions. Where General Conditions Paragraphs or Subparagraphs are modified in part by the Supplemental Conditions, the portions of it, which have not been modified, shall remain in effect. In the event of discrepancy between the General and Supplemental Conditions, the Supplemental Conditions shall prevail.

ARTICLE 1 - GENERAL PROVISIONS:

- A. Paragraph 1.1 Basic Definitions: Add the following to Subparagraph 1.1.1:
- .1 In the event of conflict or discrepancies among the Contract Documents, the Documents shall be construed according to the following priorities.

a.	Highest Priority	Modifications
b.	Second Priority	Agreement
c.	Third Priority	Addenda - later date to take precedence
d.	Fourth Priority	Special requirements of financing agency published in the Project Manual
e.	Fifth Priority	Supplemental General Conditions
f.	Sixth Priority	General Conditions
h.	Eighth Priority	Division 1 of the Specifications
j.	Ninth Priority	Drawings and Div. 2-16 of the Specifications
k.	Seventh Priority	Published Financing Requirements
 - .2 In the event of conflicts or discrepancies between the Drawings and Divisions 2-16 of the Specifications or within either document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Section 4.2.11.

.3 The Contract Documents executed in accordance with Section 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

B. Paragraph 1.1 Basic Definitions: Add the following to Subparagraph 1.1.2:

Except for the special agreements in Paragraph 3.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor.

ARTICLE 2 - OWNER:

A. Paragraph 2.2 Information And Services Required of The Owner: Delete subparagraph 2.2.5 and substitute the following:

The Contractor will be furnished free of charge one (1) set of drawings and project manual, complete with any Addenda. Additional sets will be furnished at the cost of reproductions, postage and handling.

B. Paragraph 2.3.1 Delete "persistently" in line 2.

ARTICLE 3 - CONTRACTOR:

A. Paragraph 3.2 Review of Contract Documents and Field Conditions by Contractor:

Add to the beginning of Subparagraph 3.2.1 before ".the Contractor shall..." the following: "Before starting the work, and at frequent intervals during the progress thereof,....".

Add the following Subparagraphs:

3.2.4 The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the work in greater detail, in order to permit the proper progress of the work.

3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.2.6 Any necessary changes shall be ordered as provided in Article 7.

B. Paragraph 3.4 Labor and Materials: Add the following Sections and clauses:

- 3.4.4 Not later than 15 days from the Contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the major products to be used in the work and, where applicable, the name of the installing Subcontractor.
- 3.4.5 The Architect shall reply in writing within seven (7) days to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

.1 After the contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents, Section 01001 Basic Requirements.

.2 By making requests for substitutions based on Clause 3.4.4.1 above, Contractor:

a. represents that he has personally investigated the proposed substitute products and determined that it is equal or superior in all respects to that specified;

b. represents that he will provide the same warranty for the substitution that he would for that specified;

c. certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

C. Paragraph 3.9 Superintendent:

Add the following clauses to the end of Section 3.9.1:

.1 The Contractor shall assign one construction superintendent to the project and maintain the same person as superintendent, excepting acts beyond the contractors control, throughout the duration of the Contract.

.2 The Contractor shall not make any changes in project superintendent personnel without prior written approval from the Owner.

3.9.2 The superintendent or assistant to the superintendent shall also perform as a coordinator for site work and mechanical and electrical work. The coordinator shall be knowledgeable in site issues and mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between utilities and other site elements and mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequences of delivery of site related materials and mechanical and electrical equipment to the project site.

D. Paragraph 3.12 Shop Drawings, Product Data and Samples

Add the following clauses to the end of Section 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and up to two (2) resubmittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional submittals.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT:

A. Paragraph 4.2 Architect's Administration of the Contract

Add the following clauses to Section 4.2.2

.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

B. Paragraph 4.3.4 Change the time required for notice from 21 days to 5 days in the first instance and 14 days in the second instance.

C. Paragraph 4.6 Arbitration: Delete in its entirety and wherever references to arbitration appear in the General Conditions, such reference will be replaced with litigation in the Superior Court, Cumberland County, State of Maine, unless both parties agree to an alternate means of dispute resolution.

ARTICLE 5 - SUBCONTRACTORS - No modifications.

ARTICLE 6 - CONSTRUCTION BY OWNER - No modifications.

ARTICLE 7 - CHANGES IN THE WORK:

- A. Delete the words "a reasonable allowance for overhead and profit" wherever they occur in Article 7 and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.1.4.
- B. Add the following subparagraph and clauses:
 - 7.1.4 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - .1 For the Contractor, for any Work performed by the Contractor's own forces: 10 percent of the cost.
 - .2 For the Contractor, for work performed by his Subcontractor: 5 percent of the amount due the Subcontractor.
 - .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor 's or Sub-subcontractor's own forces: 10 percent of the cost.
 - .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.6.
 - .5 In order to facilitate checking for quotations of extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

ARTICLE 8 - TIME

- A. Paragraph 8.3 Delays and Extensions of Time:
 - 8.3.1 Delete the words "labor disputes" from line three.
- B. Add the following Subparagraph:
 - 8.3.4 The Contractor shall achieve Substantial Completion of the entire Work no later than November 22, 2007. In the event that the Contractor does not achieve Substantial Completion of the project by this date, and the Contractor is not entitled to an extension of time to reach Substantial Completion, then liquidated damages shall be assessed at the rates specified:

PHASE	COMPLETION TIME	DAILY DAMAGES
Entire Work	November 22, 2007	\$1,000

In the event that the Contractor does not achieve Substantial Completion of the project within 30 Calendar Days after November 22, 2007, then the liquidated damages shall increase to \$2,000 per day.

ARTICLE 9 - PAYMENTS AND COMPLETION

A. Paragraph 9.3 Applications for Payment:

9.3.1 add the following clauses to this Subparagraph:

9.3.1.3 Until the Work is 50 percent complete, the Owner will pay 90 percent of the undisputed amount due the Contractor on account of progress payments. After which, the Owner will pay 100% of the undisputed amount due the Contractor on account of progress payments until the work is Substantially Complete as defined in the General Conditions and amended herein. Retainage accrued up to the point of 50% completion will be held by the Owner until the work is Substantially Complete. From the point of 50% completion to Substantial Completion, project retainage will not be allowed to fall below 5% of the amount due the contractor. The Owner may reinstate retainage at any time in sufficient amount to maintain the 5% level of retainage until Substantial Completion.

9.3.1.4 The full Contract retainage in the amount of 10 % may be reinstated at any time by the Owner if the manner of completion of the work and its progress do not remain satisfactory to the Architect or the Owner, or if the Surety withholds its consent, or for other good and sufficient reasons.

9.3.1.5 The Owner shall make Progress Payments and Final Payment within 30 days of application date.

B. Paragraph 9.5.1.7 delete "persistent".

C. Additional Paragraph: Insert additional Paragraphs in their proper locations as follows:

Paragraph 9.8 Substantial Completion: Add the following to the end of Subparagraph 9.8.1:

"... and only minor items, which can be corrected or completed without substantial interference with the Owner's use of the Work, remain to be corrected or completed, and a Certificate of Occupancy has been issued by the local code enforcement agency having jurisdiction for the project location."

D. Paragraph 9.10.2: Insert a new item (6) as follows:

"(6) Delivery of As-Built Drawings and Owner's Operating Manuals"

E. 9.11 Storage of Materials Off Site:

9.11.1 The Contractor, his Subcontractor and Sub-subcontractors shall obtain prior written approval from the Owner for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. Any and all charges for storage, including insurance, shall be borne solely by the Contractor. Before approval, Owner will require proper proof of insurance naming the Owner as an additionally insured party, and letter in which is furnished.

1. The name of the Contractor and/or Subcontractor or Subordinate Subcontractor leasing the storage area.
2. The location of such leased space.
3. The leased area: the entire premises of certain areas of a warehouse giving the number of floors or portions thereof.
4. The date on which the material is first stored.
5. The value of the material stored.
6. A transfer of title of the material to the Owner once payment is received by the Contractor.

9.11.2 The Contractor, his Subcontractors and Subordinate Subcontractors shall notify the Architect and the Owner to inspect, at least once each month, the materials being stored at any location.

9.11.3 The Contractor, his Subcontractors and Subordinate Subcontractors shall mark each sealed carton with the name and address of the Project and Architect.

9.11.4 A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.

9.11.5 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be back charged to, and paid by, the Contractor.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

A. Paragraph 10.2 Safety of Persons and Property

Add the following clauses to Section 10.2.4:

10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

- A. Paragraph 10.3.3 Delete "sole" in the last line.
- B. Paragraph 10.4 Add the following at the end of the paragraph: "and contractor has properly handled such materials."

ARTICLE 11 - INSURANCE AND BONDS:

- A. Paragraph 11.1 Contractor's Liability Insurance:

11.1.1 In the first line following the work "maintain" insert the words "in a company or companies licensed to do business in the state in which the Project is located".

11.1.1.1 Delete the semicolon at the end of Section 11.1.1.1 and add:

"including private entities performing Work at the site and exempt from the coverage on account of number of employees of occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for duration of the Project."

11.1.1.2 Delete the semicolon at the end of Section 11.1.1.2 and add:

"or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section;

- B. Add the following lines and clauses to the end of Section 11.1.2:

11.1.2 "...The insurance required by Section 11.1.1 shall be written for not less than the following, or greater if required by law and all such policies shall include the Owner as an additional named insured."

.1 Worker's Compensation:

(a) State: Statutory

(b) Applicable Federal Statutory

.2 Employers Liability \$500,000

.3 Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for XCU Hazards Liability) shall be as follows:

(a) Bodily Injury:

- \$5,000,000 Each Occurrence
 - \$5,000,000 Annual Aggregate
 - (b) Property Damage:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
- .4 Contractual Liability (including indemnification provisions):
 - (a) shall include coverage sufficient to meet the obligations in AIA Document A201-1997 under Section 3.18.
- .5 Products and Completed Operations:
 - (a) \$5,000,000 Aggregate
 - (b) shall be maintained for a minimum period of at least 1 year after either 90 days following Substantial Completion, or final payment, whichever is earlier.
- .6 Personal Injury, with Employment Exclusion deleted:
 - (a) \$5,000,000 Annual Aggregate
- .7 Comprehensive Automobile Liability for both owned vehicles and non-owned and hired vehicles:
 - (a) Bodily Injury:
 - \$5,000,000 Each Person
 - \$5,000,000 Each Occurrence
 - (b) Property Damage:
 - \$2,000,000 Each Occurrence
- .8 Aircraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor.)
- .9 Watercraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor).
- .10 All subcontractors shall carry policies with \$1,000,000.00 insurance coverage for their work on this project.

C. Add the following clause to Section 11.1.3:

- .1 The Contractor shall furnish three (3) copies each of Certificates of Insurance herein required with one copy for Architect's use, which shall

specifically set forth evidence of all coverage required herein. The form of the Certificate shall be ACORD form 25-s, completed and supplemented in accordance with AIA G-715 - 1991. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

D. Paragraph 11.4 Property Insurance.

11.4.1.4 Delete Section 11.4.1.4 and substitute the following:

11.4.1.4 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off site after written approval of the Owner of the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

Add the following clause to Section 11.4.1:

11.4.1.6 The insurance required by Section 11.4 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.4.7.

Add the following clause after 11.4.7:

11.4.7.1 The subrogation waiver shall not extend to rights any of the insured parties may have against another insured party for losses and damages falling within the deductible amounts of the policies of insurance pursuant to this article 11, if such losses and damages are attributable in whole or in substantial part to the negligence or breach of contractual obligations of such other insured party.

E. Paragraph 11.5 Performance Bond and Payment Bond

11.5.1 Delete Section 11.5.1 and substitute the following:

11.5.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

11.5.1.1 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.5.1.2 The Contractor shall require the attorney in fact who executes the required bonds of behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

A. Paragraph 13.2 Successors and Assigns:

13.2.1: Add the following at the end of the second sentence: “; provided, however, that consent to an assignment by Owner will not be unreasonably withheld by Contractor.”

B. Add the following Paragraph 13.8 to Article 13:

13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain polices of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex , national origin or sexual orientation. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or sexual orientation. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the polices of non-discrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex , national origin or sexual orientation.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT:

A. Paragraph 14.2 Termination By The Owner For Cause:

14.2.1.1 Delete the words “persistently or repeatedly”

14.2.1.3 Delete the word “persistently”

14.2.2 Delete in the first line “upon certification by the Architect that sufficient cause exists to justify such action,”

ARTICLE 15 - OTHER CONDITIONS OF THE CONTRACT:

- 15.1 The Contractor acknowledges that nothing in the performance of the Services of the Architect in connection with this project implies any undertaking for the benefit of, or which may be enforced by the Contractor, its subcontractors or suppliers, or the surety of any of them, and that the obligations of the Architect run solely to the benefit of the Owner.
- 15.2 Typographical errors shall not be grounds for additional payments.
- 15.3 The Architect is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the project.
- 15.4 The Contractor is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the project unless otherwise specified.
- 15.5 In the event the Contractor encounters material reasonably believed to be asbestos or other hazardous materials which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or other hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor. The Owner shall be responsible for contracting the removal of asbestos or other hazardous materials.
- 15.6 The Contractor shall not be required to perform without consent any Work relating to asbestos or other hazardous materials.
- 15.8 Access to Records
- 15.8.1 It is also agreed that the following Access to Records provision applies if Section 952 of the Omnibus Reconciliation Act of 1980 is found to apply to this contractual relationship. Until the expiration of four years after the furnishing of the services provided under this Contract, the Contractor will make available to the Secretary, U.S. Comptroller General, and their representatives, this Contract and all books, and documents and records necessary to certify the nature and extent of the costs for those services. If the Contractor carries out the duties of the Contract through a subcontract worth \$10,000.00 or more over twelve month period with a related organization, the sub period will also contain the access clause to permit access by the Secretary, Comptroller General, and their representative to the related organization's books and records.

END OF SUPPLEMENTAL GENERAL CONDITIONS