

SUPPLEMENTAL GENERAL CONDITIONS TO THE AIA DOCUMENT A201 - 2007

GENERAL CONDITIONS:

- A. The "General Conditions of the Contract for Construction". Document A-201, Fifteenth Edition, dated 2007, as issued by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006 (the "General Conditions"); 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 "Construction Manager" or "General Contractor" as used in the Standard Form of Agreement Between Owner and Contractor, AIA Document form stipulated in the Project Manual between the parties hereto.
- B. The provisions of the General Conditions shall apply to the work of this Contract, except as modified or supplemented hereinafter in these Supplemental Conditions. Where General Conditions Paragraphs or Subparagraphs are modified in part by these Supplemental Conditions, the portions of same which have not been modified shall remain in effect. In the event of discrepancy between the General Conditions and Supplemental Conditions, these Supplemental Conditions shall prevail.

ARTICLE 1 - GENERAL PROVISIONS:

- A. Section 1.1 Basic Definitions:

Add new subsection 1.1.9:

- .1 In the event of conflict or discrepancies among the Contract Documents, the Documents shall be construed according to the following priorities.
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|----|-----------------|--|
| a. | First Priority | Modifications |
| b. | Second Priority | Division 1 of the Specifications |
| c. | Third Priority | Drawings and Div. 2-16 of the Specifications |
- .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.

ARTICLE 2 – OWNER:

- A. Section 2.3 Owner's Right to Stop the Work:

Delete "repeatedly" in line 2.

ARTICLE 3 - CONTRACTOR:

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

Add new subsections:

3.2.5 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.

3.2.6 If the Contractor makes unreasonable requests, 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.

B. Section 3.4 Labor and Materials:

Add the following subsections:

3.4.4 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 or considered an 'or equal' per 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, the Contractor or Subcontractor:

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 and has separately identified but excluded the Architect's review and redesign costs (to be paid by Owner) required to make the substitution, if any;

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 may reject substitution proposals that result in excessive increased Architectural costs to the Owner..

C.. Section 3.7 Permits, Fees, Notices and Compliance with Laws:

Subsection 3.7.4:

Change the time required for notice from 21 days to 5 days.

D. Section 3.9 Superintendent:

Subsection 3.9.1:

Add the following clause to the end of this subsection:

.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.

Add new subsection 3.9.4:

The superintendent or assistant to the superintendent shall coordinate all mechanical and electrical work. The superintendent shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The superintendent shall assist the Subcontractors in arranging space conditions to eliminate interference between the 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 superintendent shall assist in planning and expediting the proper sequences of delivery of mechanical and electrical equipment to the site. Notwithstanding the contractor's obligations under 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS, the contract documents are the basis for the creation of the coordination drawings. The Architect is responsible for the fundamental coordination of the contract documents upon which all further coordination is based.

E. Section 3.12 Shop Drawings, Product Data and Samples

Add the following new subsection 3.12.11:

The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and up to one (1) resubmittal. 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 an unreasonable number of submittals.

F. Section 3.18 Indemnification:

Change Section 3.18.2 to read "3.18.3".

Add the following new subsection 3.18.2:

The Contractor shall indemnify, defend and hold harmless the Owner from and against all loss, costs, and damages incurred by the Owner as a result of the filing of any mechanic's liens relating to the Work, except to the extent any such lien relates solely to or arises solely from Owner's failure to make a timely progress payment under the Agreement.

ARTICLE 4 - ARCHITECT:

A. Section 4.2 Administration of the Contract:

Add the following sentence to the end of subsection 4.2.1:

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

ARTICLE 5 – SUBCONTRACTORS:

A. Section 5.3 Subcontractual Relations:

From the beginning of the first sentence, delete the words up to "the Contractor shall require..." and insert "By appropriate written agreement," before the words "the Contractor shall require...."

B. Section 5.4 Contingent Assignment of Subcontracts:

Subsection 5.4.1:

Insert "written" between "Each" and "subcontract agreement" in the first line.

Subsection 5.4.2:

Add the words "as may be agreed upon by the Subcontractor and the Owner" to the end of the first sentence..

ARTICLE 6 - CONSTRUCTION BY OWNER - No modifications

ARTICLE 7 - CHANGES IN THE WORK No modifications.

ARTICLE 8 - TIME:

A. Section 8.3 Delays and Extensions of Time:

Subsection 8.3.1:

Delete the words "labor disputes" from line three.

And the following new subsection 8.3.4:

The Owner shall have the right to establish liquidated damages for failure to achieve Substantial Completion on time. The amount and schedule for liquidated damages shall be detailed in AIA A133 – 2009 Exhibit A -- Guaranteed Maximum Price Amendment.

ARTICLE 9 - PAYMENTS AND COMPLETION – No modifications.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY:

A. Section 10.2 Safety of Persons and Property:

Subsection 10.2.4:

After the last sentence, add: "The Contractor shall give the Owner reasonable advance notice of any such activity."

ARTICLE 11 - INSURANCE AND BONDS – no modifications.

ARTICLE 12 – CORRECTION OF WORK:

A. Section 12.2.2 After Substantial Completion"

Subsection 12.2.2.1:

In the second to last sentence, add the words "of any deficiencies known to Owner" between the words "notify the Contractor" and "and give the Contractor an opportunity."

ARTICLE 13 - MISCELLANEOUS PROVISIONS – no modifications.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT:

A Section 14.2 Termination By The Owner For Cause:

Subsection 14.2.1.1:

Delete the word "repeatedly."

Subsection 14.2.1.3:

Delete the word "repeatedly."

ARTICLE 15 – CLAIMS AND DISPUTES :

A. Section 15.1 Claims:

Subsection 15.1.2:

Change time for giving notice from 21 days to 90 days.