

## SUPPLEMENTAL GENERAL CONDITIONS

## GENERAL CONDITIONS:

- A. The "General Conditions of the Contract for Construction". Document A-201, Fourteenth Edition, dated 1987, as issued by the American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20006; form the General Conditions for this Contract whether bound herein or not.
- 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 same 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 - CONTRACT DOCUMENTS:

- A. Paragraph 1.1 Basic Definitions:

Add the following clauses to the end of 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  | Division 1 - General Requirements        |
| e. | Fifth Priority   | Supplemental General Conditions          |
| f. | Sixth Priority   | General Conditions                       |
| g. | Seventh Priority | MSHA Supplemental Construction Standards |
| h. | Eighth Priority  | Drawings and Specifications              |
- .2 In the event of conflict as to the type or quality of materials to be supplied, the Specifications shall govern, unless otherwise directed by written addendum

Add the following to the end of Subparagraph 1.1.2:

- 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:

- 2.2.5 The Contractor will be responsible for the cost of procurement of all copies of the contract documents plans and specifications necessary to complete the project.

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:

- 3.2.1 "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 Any necessary changes shall be ordered as provided in Article 7.

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

- 3.4.3 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.

- 3.4.4 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 propose 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.

C. Paragraph 3.9 Superintendent:

Add the following clauses to the end of Subparagraph 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.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT – No modifications.

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 7.1.5".
- B. Paragraph 7.1 Changes:

Add the following Subparagraph and clauses:

- 7.1.5 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: 15 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 Contractor'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 Subparagraph 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 \$600.00 be approved without such itemization.

## ARTICLE 8 - TIME:

## A. Paragraph 8.1 Definitions:

Add the following Subparagraph:

- 8.1.5 The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the Work.

## ARTICLE 9 - PAYMENTS AND COMPLETION

## A. Paragraph 9.8 Substantial Completion:

Add the following to the end of Subparagraph 9.8.1:

- 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."

## B. Additional Paragraphs: Insert additional Paragraphs in their proper locations as follows:

## 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.

- 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 backcharged to, and paid by, the Contractor.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY - No modifications.

ARTICLE 11 - INSURANCE AND BONDS:

A. Paragraph 11.1 Contractor's Liability Insurance:

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

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

11.1.2 "...The insurance required by Subparagraph 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; Broad Form Property Damage and XCU Hazards Liability):

(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) Bodily Injury:

\$5,000,000 Each Occurrence  
\$5,000,000 Annual Aggregate

(b) Property Damage:

\$2,000,000 Each Occurrence  
\$5,000,000 Annual Aggregate

.5 Personal Injury, with Employment Exclusion deleted:

(a) \$5,000,000 Annual Aggregate

.6 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

- .7 Aircraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor.)
- .8 Watercraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor.)
- .9 All subcontractors shall carry policies with \$1,000,000.00 insurance coverage for their work on this project.

C. Add the following clause to Subparagraph 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 AIA G-705. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

D. Paragraph 11.3 Property Insurance.

The Contractor may purchase and maintain All Builders Risk Insurance as described in all subparagraphs under paragraph 11.3. The Owner does have Builders Risk coverage. The Owner does not want to pay for the Contractor to carry additional Builders Risk. The Contractor may desire to carry Builders Risk insurance for this project but the cost shall not be passed on to the Owner.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK - No modifications.

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

A. 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:

- .1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. 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 or national origin. 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 policies of non-discrimination.

- .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 or national origin.

#### ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. Add the following Paragraph 14.4 to Article 14:

##### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE:

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 Cease operations as directed by the Owner in such notice;
- .2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

Add the following Article:

#### 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.
- 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.
- 15.7 Lead containing materials encountered during demolition shall be demolished and removed by the Contractor from the job site to an approved container supplied by the Owner in accordance with all applicable OSHA requirements. Disposal of lead containing materials shall be by the Owner.
- .1 The Contractor's base bid shall include demolition and removal of lead containing materials using typical OSHA safety precautions for all materials containing lead.
  - .2 The Contractor shall submit unit pricing for removal of lead containing materials using the OSHA safety precautions required for materials containing lead. This unit prices shall be based upon removal of contaminated materials per cubic yard to an approved container supplied by the Owner.
  - .3 All non-hazardous materials shall be removed and disposed of by the Contractor.

...END OF SUPPLEMENTAL GENERAL CONDITIONS