

**Part I**  
**Bid & Contract Documents**



# shinberg

CONSULTING, LLC

To: General Contractors  
From: Greg Shinberg, Project Manager  
Re: 645 Congress  
Date: May 27, 2009

1. By submitting this bid proposal, the undersigned represents to Bayside Maine, LLC ("Owner") that it is a duly organized Limited Liability Company or Corporation, in good standing and licensed and qualified to do business in Maine.
2. The proposal is to be based upon plans and specifications by CWS Architects with Structural plans and specs by Price Engineering plus plans and specifications by Mitchell Associates, Casco Bay Engineering and Zade Company dated May 27, 2009.
3. Bids are due at the office of Shinberg Consulting no later than 3 PM on June 18<sup>th</sup>, 2009.
4. Additional plans are on file at Air Graphics, 67 Washington Avenue, Portland Maine. 207 828 4648.
5. The Building permit will be provided by the Owner. All other permits (ie electrical, plumbing, mechanical, sprinkler, street opening or street parking spaces etc) and required insurances to be by the GC. The testing for Special Inspections, Concrete and Soils and Steel Welds and installation to be paid for by Owner and coordinated by the GC.
6. At the time of the opening of proposals, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The Owner reserves the right to accept or reject any or all proposals as may best serve the interest of the Owner.
7. Proposals shall be clearly written in full without erasures or deletions. No exceptions or qualifications of the proposal will be accepted. The General Contractor shall include all sales and use taxes, inspection or permit fees except as noted in number 5 above.

8. No contract may be assigned, sublet or transferred without the written consent of the Owner.
9. Subcontractors may be required to furnish a statement of their business experience, record of accomplishments and financial responsibility at the discretion of the Owner.
10. The Owner shall retain ten percent (10%) of each payment due the general contractor through 50% of the project as outlined in the schedule of values to be submitted with the contract, as part security for the fulfillment of the contract by the general contractor. Subsequent to 50% of project completion, retainage will be reduced to 0% of each payment, for a net of five (5%) to the project completion.
11. The proposal shall be based on the materials, methods, equipment and products as specified. Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by the general contractor, may be introduced by a separate letter attached to his proposal. He shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution. It shall be understood by the general contractor that the attached letter describing the proposed change will not be used in determining the low general contract proposal submitted unless the general contractor shall have submitted their list to the Architect/Engineer ten (10) days prior to the date set for the receipt of their respective proposals and shall be received written approval by the Architect/Engineer.
12. Requests for information should be directed through:  
Greg Shinberg  
Shinberg Consulting, LLC  
By fax: (207) 772 7080  
By hand: 477 Congress Street, Suite 1012 Portland, Maine 04101  
By email: Greg Shinberg [gls@shinbergconsulting.com](mailto:gls@shinbergconsulting.com)  
  
All RFI's will be responded to in Addendum form, no direct answers will be given. All RFI's are to be submitted 3 days prior to the bid due date in order to assure an adequate response time.
13. OSHA – Safety Regulations. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration, Volume 36, No. 105 of the Federal Register; U.S. Department of Labor published Saturday, May 29, 1971, as amended.
14. Any proposal that contains an escalation clause will be invalid.
15. General Contractors, subcontractors and vendors are responsible for reviewing the complete bid package. This includes but is not limited to: drawings, project manual, geotechnical engineering services reports and addenda.
16. There is no sales tax exemption on this project. No bid bonds are required. A Project Bond will be required.

17. During the project, the GC shall to the best of its ability preserve 2 parking spaces at the parking area adjacent to Congress Street.
18. The Owner shall hire directly the Electrical Contractor and the Elevator Contractor. The elevator to receive a new piston and door operator prior to the start of construction by GC. The Owner reserves the right to take control of the elevator 3 weeks before the projected project completion date and the refit the cab for a period of 1 week. The GC to be responsible to maintain the condition of the elevator from that time on. The GC to coordinate with these trades.
19. The GC shall provide to the Owner a Site Management Plan that shows the management of the sidewalks and other City owned areas that must be disturbed during the construction process.
20. The project will be built to meet or exceed all applicable local, state or federal codes and regulations. Where there are conflicts between codes and regulations, the most stringent shall be applicable.

This includes but is not limited to:

- IBC (International Building Code) 2003
- NFPA 101 Life Safety Code
- NFPA 13 Standards for Sprinkler Systems
- NFPA 70 National Electrical Code
- NFPA 72 National Fire Alarm Code
- NFPA 90A & B Installation of HVAC Systems

The latest industry standards of practice that includes but is not limited to:

- ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
- SMANCA
- Pre-cast Concrete Institute
- Architectural Woodwork Institute
- ANSI

21. The GC will install one job sign (approximately 8 'x 4 ') on the Congress Street side of the property that lists the Owners team and the GC's team.
22. The contract will be a standard form AIA A101 – 1997 and AIA A401 – 1997 with G704 -2000 Certificate of Substantial Completion form and G702 payment form. Payment requests will be one time per month. The Owner will have 18 calendar days to make payment to the GC.
23. The GC will have a Commercial General Liability Insurance with the following minimum coverage - \$2,000,000 general aggregate; 2 M aggregate products / completed operations. Workers Comp to have a minimum of \$500,000 each accident. Auto Insurance 1M bodily injury each person and property damaged.

24. The GC is responsible for the removal of all construction debris from the site.
25. Temporary power to be provided by GC. Temporary water to be provided by Owner. Temporary toilets by GC.
26. At the request of the Owner the selected GC will within 24 hours of notification provide to Owner a complete list of Subcontractors for the project.
27. At the request of the Owner the selected GC will within 48 hours of notification provide to Owner a completed schedule of values for the project.
28. The Owner reserves the right to reject any and all bids.
29. A site- walk for all Contractors and Sub Contractors is required on Tuesday, June 2<sup>nd</sup> at 1 PM. Other times to enter the site are also available as needed. Contact Felicia Teach, Project Assistant at 772 7070.
30. The anticipated start date for construction is July 8<sup>th</sup>, 2009 with 19 weeks (November 18<sup>th</sup>, 2009) to obtain a Certificate of Occupancy and achieve Substantial Completion as defined by the Architect and that: no more than \$8000.00 of punch list work is not completed and the Mechanical and Plumbing Systems are completed that no interior or exterior staging assemblies are in place. Any punch list items will be valued at 200% of the established value of the work to be withheld before the retainage is released. A bonus of \$25,000.00 (Twenty Five Thousand Dollars) will be paid if the project is complete by November 18<sup>th</sup>, 2009 as defined in this section. A penalty of \$25,000.00 (Twenty Five Thousand Dollars) will be paid by the GC if the project is not completed by November 18<sup>th</sup>, 2009 plus an additional \$2,000.00 (Two Thousand Dollars) per day for each day after November 28<sup>th</sup>, 2009 as defined in this section. It is understood that the Owner is responsible for the actions of the Electrical and Elevator subcontractors and that their work must be coordinated by Owner in such a manner that it does not impede the progress of the GC.

The proposal must be submitted to Greg Shinberg, Shinberg Consulting, LLC and made to the attention of:

Bayside Maine, LLC  
477 Congress Street, Suite 1012  
Portland, Maine 04101

Attention: Greg Shinberg, Project Manager Shinberg Consulting, LLC

Name of firm submitting this proposal \_\_\_\_\_

1. General Requirements:	\$	_____
2. Sitework:	\$	_____
3. Concrete:	\$	_____
4. Masonry:	\$	_____
5. Metals:	\$	_____
6. Wood & Plastic:	\$	_____
7. Thermal & Moisture:	\$	_____
8. Doors & Windows:	\$	_____
9. Finishes:	\$	_____
10. Specialties:	\$	_____
11. Equipment:	\$	_____
12. Furnishings:	\$	_____
13. Special Construction:	\$	_____
14. Conveying Systems:	\$	_____
15. Mechanical:	\$	_____
16. Electrical:	\$	_____
17. Bond	\$	_____

Note – not all columns must be filled in

**TOTAL BID:** \$ \_\_\_\_\_

**Unit Prices:** All work indicated in the construction documents shall be carried in the base bid. In the event changes in scope are requested or required, provide the following unit prices to be used in establishing price for revisions to the scope of work as defined below:

- |                                                                                                |       |                    |
|------------------------------------------------------------------------------------------------|-------|--------------------|
| 1. Removal of unsuitable soils to a place that is within 20 miles of site (dump fee by Owner): | _____ | \$ per cubic yd    |
| 2. Structural fill in place:                                                                   | _____ | \$ per cubic yd    |
| 3. Masonry repointing:                                                                         | _____ | \$ per square foot |
| 4. Soffit wall / ceiling corner:                                                               | _____ | \$ per lineal foot |
| 5. Soffit mid ceiling:                                                                         | _____ | \$ per lineal foot |
| 6. riser mid wall:                                                                             | _____ | \$ per lineal foot |
| 7. 2 x 4 stud wall with 5/8" drywall, paint, 1x4 base both sides painted, 9' tall:             | _____ | \$ per lineal foot |
| 8. Mark up % for extra work                                                                    | _____ | %                  |

**Alternate Prices:**

- |                                                                                                           |       |            |
|-----------------------------------------------------------------------------------------------------------|-------|------------|
| 1. Number 1: Complete Repointing of Exposed Masonry as noted in Section 1.13 C of the Basic Requirements. | _____ | TOTAL COST |
| 2. Number 2: Removal and replacement of North and East and East Façade Windows as noted Section 1.13 C    | _____ | TOTAL COST |

**Addenda:** This proposal includes the following addenda to the Plans and Specifications:

Addendum #\_\_\_\_\_, dated \_\_\_\_\_

Addendum #\_\_\_\_\_, dated \_\_\_\_\_

Addendum #\_\_\_\_\_, dated \_\_\_\_\_

Addendum #\_\_\_\_\_, dated \_\_\_\_\_

Signed By: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



If Bidder is a corporation, write State of Incorporation, and if a partnership, give full name of all partners in the spaces provided below:

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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 "Construction Manager" as used in the Standard Form of Agreement Between Owner and Construction Manager, AIA Document A-121 CMc, 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 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 - 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 USDA/RD 1924-A, Guide 1, Attachment 6
  - c. Third Priority Agreement
  - d. Fourth Priority Addenda - later date to take precedence
  - e. Fifth Priority USDA/RD 1924-A, Guide 1, Attachment 10
  - f. Sixth Priority Supplemental General Conditions
  - g. Seventh Priority General Conditions
  - h. Eighth Priority Special requirements of financing agency published in the Project Manual
  - i. Ninth Priority Division 1 of the Specifications
  - j. Tenth 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.

- 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 five (5) sets of drawings and project manuals. Additional sets will be furnished at the cost of reproductions, postage and handling.
- B. Paragraph 2.3.1 Delete "persistently" in line 2.
- C. Paragraph 2.4.1 Delete the second to the last sentence.

ARTICLE 3 - CONTRACTOR:

- A. Change Subparagraph number 3.18.2 to read "3.18.3".
- B. Add the following Subparagraph:  
  
3.18.2 Contractor shall indemnify, defend and hold harmless the Owner from all loss, costs and damages incurred by the Owner as a result of the filing of any mechanics liens relating to the Work, except to the extent such lien relates solely to Owner's failure to make a timely progress payment under the Agreement.
- C. 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.
- D. 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.  
  
3.4.4 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 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.

E. 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 contractor's 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 mechanical and electrical work. The coordinator 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 coordinator 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 coordinator shall assist in planning and expediting the proper sequences of delivery of mechanical and electrical equipment to the site.

F. 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 4.2.1

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 the right of the appropriate party to seek whatever legal remedies are available to it.

ARTICLE 5 – SUBCONTRACTORS

A. Change the following phrase before the words "the Contractor shall require..." in first line of Subparagraph 5.3.1 to read "By appropriate written agreement, the Contractor shall require.... "

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: 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 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 \$500.00 be approved without such itemization.

7.1.4.2 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.

- C. Modify the following clause as indicated:

7.2.1 ... and signed by the Owner, Contractor, Architect, and Financing Agent stating their agreement ...

ARTICLE 8 - TIME:

- A. Paragraph 8.3 Delays and Extensions of Time:

8.3.1 Delete the words "labor disputes" from line three.

ARTICLE 9 - PAYMENTS AND COMPLETION

- A. Paragraph 9.5.1.7 Delete "persistent".

- B. 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.

- C. Paragraph 9.10.2: Insert a new item (6) as follows:  
"(6) Delivery of As-Built Drawings"

- D. 9.11 Storage of Materials Off Site:

9.11.1 Off site storage of materials is not permitted as per RD requirements.

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 thereunder. 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 subperiod 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

