

Maine Medical Center
Bean 2 Roof Addition
For Construction

PERKINS+WILL
C140135461 (MMC) /152168.00 (P+W)

Issued for Permit

February 07, 2014

June 14, 2013

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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

The following supplements modify AIA Document A201-2007, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1; GENERAL PROVISIONS

§ 1.1 Basic Definitions

Add Sections 1.1.9, 1.1.10, and 1.1.11 as follows:

§ 1.1.9 Drawing/Plan/Specification Clarification:

A Drawing, Plan, or Specification Clarification is an answer from the Architect, in response to an inquiry from the Contractor, intended to make some requirement(s) of the drawings, plans, or specifications clearly understood. Drawing/plan/specification clarifications may be sketches, drawings, or in narrative form. Responses to Contractor inquiries shall be as outlined in Section 4.2 "Administration of the Contract" of these General Conditions.

§ 1.1.10 Project Communications:

Project Communications are routine written communications between the Architect and the Contractor and shall not be identified as Requests for Information nor shall they substitute for any other written requirement pursuant to the provisions of these Contract Documents.

§ 1.1.11 Requests for Information:

A Request for Information is a request from the Contractor to the Architect, seeking an interpretation or a clarification of some requirement of the Contract Documents. Responses to Contractor inquiries shall be as outlined in Section 4.2 "Administration of the Contract" of these General Conditions.

ARTICLE 2; OWNER

§ 2.2 Information and Services Required of the Owner

§ 2.2.5 The Owner will furnish the Contractor 3 copies of the Contract Documents. The Contractor may purchase additional sets at the cost of reproduction, postage, and handling.

ARTICLE 3; CONTRACTOR

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

Add Section 3.2.5 as follows:

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§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is 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.

§ 3.4 Labor and Materials

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 3.8 Allowances

§ 3.8.2.2 Between the semicolon and the word "and" at the end of Clause 3.8.2.2, insert the following: ", except when such costs are specified as part of the allowance in the General Requirements (Division 01 of the Specifications)"

ARTICLE 4; ARCHITECT

§ 4.2 Administration of the Contract

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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- § 4.2.6.1 Architect shall have no authority to approve or accept materials or workmanship inferior to or not in conformance with that called for by Contract Documents.
- § 4.2.14.1 In the event that the Contractor determines that some portion of the drawings, specifications, or other Contract Documents requires clarification or interpretation by the Architect, the Contractor shall submit a Request for Information in writing to the Architect. Requests for Information may only be submitted by the Contractor and shall be submitted on forms approved by the Architect. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect. In the Request for Information, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- § 4.2.14.2 The Architect will review all Requests for Information to determine whether they are Requests for Information within the meaning of this term. If the Architect determines that the document is not a Request for Information, it will be returned to the Contractor, un-reviewed as to content, for resubmittal on the proper form and in the proper manner.
- § 4.2.14.3 Responses to Requests to Information shall be issued within five (5) working days of receipt of the request from the Contractor unless the Architect determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Architect, the Architect will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a Request for Information on an activity with five (5) working days or less of float on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the five (5) working days set forth above.
- § 4.2.14.4 Responses from the Architect will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a Request for Information will cause a change to the requirements of the Contract Documents, the Contractor shall immediately give written notice to the Architect stating that the Contractor considers the response to be a change to requirements of the Contract Documents. Failure to give such written notice immediately shall waive the Contractor's right to seek additional time or cost under the Changes article of these General Conditions.

ARTICLE 7; CHANGES IN THE WORK

§ 7.1 General

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

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2. For the Contractor, for Work performed by the Contractor's Subcontractors, 7.5 percent of the amount due the Subcontractors.
3. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 7.5 percent of the cost.
4. For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 7.5 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
6. In order to facilitate checking of quotations for 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 \$100.00 be approved without such itemization.

ARTICLE 9; PAYMENTS AND COMPLETION

§ 9.3 Applications for Payment

§ 9.3.1 " The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.3 Until the Work is 50 percent complete, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Architect will authorize remaining partial payments to be paid in full.

§ 9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent), or for other good and sufficient reasons.

§ 9.3.1.3 Until final payment, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments. For each Work category shown to be 50 percent or more complete in the Application for Payment, the Architect will, without reduction of previous retainage, certify any remaining progress payments for each Work category to be paid in full.

§ 9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent), or for other good and sufficient reasons.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

§ 9.4 Certificate of Payment

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- § 9.4.1 Architect will, within 10 working days after receipt of Contractor's Application for Payment, take appropriate action on Contractor's Application for Payment.
- § 9.8 Substantial Completion
- § 9.8.3.1 The Architect will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
- § 9.8.5 Add the following sentence at the end of Subparagraph 9.8.5: "The payment shall be sufficient to increase the total payments to 100 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims."
- § 9.8.6 As a prerequisite to final payment, the Contractor shall submit the following items to the Architect, properly executed:
1. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 2. AIA Document G706A, "Contractor's Affidavit of Release of Liens", conditional upon receipt of final payment.
 3. AIA Document G707, "Consent of Surety to Final Payment".
 4. Guarantee by Contractor and each Subcontractor that the work will be free of defects in materials and workmanship for a period of one (1) year, except as otherwise specified.
- § 9.10 Final Completion and Final Payment
- § 9.10.1.1 The Architect will perform no more than one (3) inspection(s) to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
- ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY
- § 10.2 Safety of Persons and Property
- § 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for the 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.
- § 11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C, and U coverages as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual liability, including specified provision for Contractor's obligation under Section 3.18.
6. Personal and Advertising Injury.
7. Owned, non-owned and hired motor vehicles.
8. Excess or Umbrella Liability.

§ 11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Section 9.10.2.

ARTICLE 12; UNCOVERING AND CORRECTION OF WORK

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 15; CLAIMS AND DISPUTES

§ 15.1.5 Requests for Additional Cost and Extension of Time

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

END OF SECTION