

SUPPLEMENTARY CONDITIONS

The following changes, substitutions and additions are made to the GENERAL CONDITIONS (AIA A201, 1997 Edition), and the articles given refer to the corresponding Articles in the document:

Art.1 General Provisions

Par. 1.1 Basic Definitions

Add the following sentence to the end of Section 1.1.1:

“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.”

Par. 1.6 Ownership and Use of Drawings, Specifications and Other Instruments of Service

Add the following Section 1.6.2 to Paragraph 1.6:

“1.6.2 Contractor’s Use of Instruments of Service in Electronic Form.

1.6.2.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Section 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.”

Art 3. Contractor

Par. 3.4 Labor and Materials

Add the following subparagraphs:

"Sub Par. 3.4.4. When several materials are specified by name for one use, the Architect shall have the right, before execution of the Contract, to require any or all bidders to state which material they will furnish.

Sub Par. 3.4.5. Wherever the words "approved by," "satisfactory to," "as directed by," "submitted," "inspected by," or similar phrases are used in the Specifications, they shall be understood to mean that the material or item referred to shall be approved by, satisfactory to, as directed by, submitted to, inspected by the Architect.

Sub Par. 3.4.6. The Architect reserves the right to disapprove any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design."

Para. 3.9 Superintendent

Add the following subparagraph:

"Sub Par. 3.9.2 After a Superintendent has been assigned to the project, the Superintendent shall remain assigned to the project and be in attendance at the project site during performance of the work through final completion."

Art. 8. Time

Par. 8.2 Progress and Completion

Sub Par. 8.2.3 Add the following:

"The Contractor is expected to work overtime, multiple shifts, or other means in order to meet the Owner's schedule. Cost to be carried in the Contractor's base bid."

Par 8.3 Delays and Extensions of Time - Add Subparagraph

"8.3.4 Days and Hours of Work

The Contractor shall make such arrangements with his employees as not to conflict with the wage and hour laws of the State and the United States of America. Be it further understood that if in the opinion of the Owner and the Architect, the work is not progressing fast enough to insure completion by the date set, the Contractor will be required to work such additional shifts and overtime, as in the opinion of the Owner and Architect, is necessary to complete the work on the required date without extra cost to the Owner."

Art. 9. Payments and Completion

Par. 9.3 Applications for Payment - Add subparagraph:

"Sub Par. 9.3.1.3 In making such partial (monthly) payments, there will be retained 5 percent on the estimated amounts until final completion and acceptance of all work."

Par. 9.10 Final Completion and Final Payment

Add to Sub Par. 9.10.2:

"Release of liens will be required from Contractor, all Subcontractors and major material suppliers."

Par. 9.11 Add new paragraph 9.11

A9.11 Liquidated Damages

9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: \$500.00"

Art. 11. Insurance and Bonds

Par. 11.1 Contractor's Liability Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Paragraph, and such insurance has been approved by the Owner through the Architect.

Sub Par. 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 of Maine."

Add the following Clauses to 11.1.2.1 through 11.1.2.3 to Subparagraph 11.1.2:

11.1.2.1 The limits of Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

- .1 The policy shall be endorsed to have General Aggregate apply to this Project only.
- .2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-1997 under Paragraph 3.18.

11.1.2.3 Automobile Liability insurance (owned, non-owned, and hired vehicles) for bodily injury and property damage shall be as follows:

\$1,000,000 Bodily Each Accident
\$500,00 Property Each Accident

Sub Par. 11.1.3 Add the following:

"The Certificates of Insurance shall evidence and individually identify all required coverages provided."

Add the following Sub Paragraph:

"Sub Par. 11.1.4 In the first sentence, the Certificates of Insurance shall be filed with the "Architect," Notice of cancellation to be given to the Owner and the Architect."

Par. 11.4 Property Insurance

Sub Par. 11.4.1 Modify the first sentence of Section 11.4.1 as follows: Delete "Unless otherwise provided, the Owner" and substitute "The Contractor." Add the following sentences:

"If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

Sub Par. 11.4.1.2 Delete Section 11.4.1.2.

Sub Par. 11.4.1.3 Modify by substituting "Contractor" for "Owner."

Sub Par. 11.4.4 Delete Section 11.4.4.

Sub Par. 11.4.6 Modify by making the following substitutions: (1) in the first sentence, substitute "Contractor" for "Owner" and "Owner" for "Contractor," and (2) substitute "Owner" for "Contractor" at the end of the last sentence.

Sub Par. 11.4.7 Modify by substituting "Contractor" for "Owner" at the end of the first sentence.

Sub Par. 11.4.8 Modify by substituting "Contractor" for "Owner" ; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's."

Sub Par. 11.4.9 Modify Section 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears except in the last sentence.

Sub Par. 11.4.10 Modify by substituting "Contractor" for "Owner" each time the latter word appears.

Par. 11.5 Performance Bond and Payment Bond

Sub Par. 11.5.1 Add the following:

"The Contractor shall furnish a Surety Bond in the amount at least equal to 100% of the Contract price as security for faithful performance of this Contract and for payment to all persons performing labor for furnishing materials in connection with this Contract, prepared in the form of "Performance-Payment Bond" AIA Form A-312. The surety on such bond shall be a Surety Company acceptable and approved by the Owner, and authorized to transact business in this State."

END OF SUPPLEMENTARY CONDITIONS