

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 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. 7 Changes in the Work

Sub Par. 7.3.3 In subparagraphs .1 and .3 the allowance for overhead and profit combined, included in the total cost to the Owner shall be based upon the following schedule.

For the Contractor, for any work performed by his own forces 10% of the cost; for each subcontractor involved, work performed by his own forces, 10% of the cost; for the Contractor, for work performed by his subcontractor, 10% of the amount due the subcontractor.

Costs shall be limited to the following:

Costs of materials, including sales tax (if applicable) and cost of delivery, cost of labor, including social security, old age and unemployment insurance (labor cost may include a pro rata share of foremen's time, only in case an extension of Contract Time is granted on account of the change); Workmen's Compensation Insurance; rental value of power tools and equipment.

If the net value of a change results in a credit from the Contractor or subcontractor, the credit given shall be the net cost without overhead or profit. The cost used herein shall include all items of labor, materials and equipment.

Sub Par. 7.3.6 In the first sentence, change the words "... a reasonable allowance for overhead and profit," to read "...an allowance for overhead and profit in accordance with the schedule set forth above in Sub Par. 7.3.3."

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 10 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."

A sample waiver of liens form for subcontractors and materials suppliers and a sample release form for General Contractors are included hereinafter. Other forms may be used provided each form contains the same information.

Par. 9.11 Add new paragraph 9.11

"9.11 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.

The Contractor shall maintain for this project the following minimum B.I. and P.D. coverages:

Comprehensive \$2,000,000 combined per occurrence single
General Liability limit per project/location
(including Contractual
Liability and X, C, U)

Vehicle Liability (to \$1,000,000 combined single limit per
include owned, hired occurrence

or non-owned)

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.”

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 Performance Bond and Payment Bond

Sub Par. 11.4.1 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."

