

SECTION 00 0702 – SUPPLEMENTARY CONDITIONS

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. 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 the following sentence to the end of Subparagraph 1.1.1:

- 1.1.1 The Contract Documents executed or identified in accordance with Subparagraph 1.1.5 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

Add the following Paragraph 1.9 to Article 1:

- 1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICE REQUIRED OF THE OWNER

Replace 2.3.6 with the following paragraph:

- 2.3.6 The Contractor will be furnished with a digital copy of the Drawings and Project Manual, including any Addenda, for purposes of reproduction and distribution to subcontractors and suppliers. There is no intent by the Owner or Architect to provide paper copies of documents for the Contractor's use.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraph 3.2.5 to Paragraph 3.2:

- 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 interpretation, where such information was available to the Contractor from a careful study and comparison to the Contract Documents, field conditions, other owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

Delete Subparagraph 3.4.2 and substitute the following:

- 3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Substitution Procedures section (Division 01 of the Project Manual). By making requests for substitutions, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified;
 - .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

- .3 certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4:

- 3.4.4 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.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add Subparagraph 3.12.11 to Paragraph 3.12:

- 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. 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 re-submittals.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.2:

- 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.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Replace the first sentence in Subparagraph 5.2.1 with the following:

- 5.2.1 Not later than 7 days after the date of the commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names or persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the Project Management and Coordination section (Division 01 of the Project Manual) and, where applicable, the name of the installing Subcontractor.

ARTICLE 7 CHANGES IN THE WORK

Add the following Subparagraph 7.1.4 to Paragraph 7.1:

- 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 - .1 For Subcontractors and Sub-subcontractors, not more than 10 percent of the cost of the Work. Contractor may add no more than 5 percent to subcontractor costs for processing such changes.
 - .2 For the Contractor, for Work performed by the Contractor's own forces, not more than 10 percent of the cost.
 - .3 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following sentence to Subparagraph 9.3.1:

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Clause 10.2.4.1 and 10.2.4.2 to Subparagraph 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 provide the Owner with 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.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Add the following Clause to Subparagraph 11.1.1:

- 11.1.1.1 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' 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
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Product-Complete Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2017 under Paragraph 3.18.
- .3 Products and Complete Operations insurance shall be maintained for a minimum period of at least two years after either 90 days following Substantial Completion or final payment, whichever is earlier.

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

\$1,000,000 Each Accident

- 11.1.1.3 Umbrella or Excess Liability coverage shall be as specified by Owner.

- 11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD for 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located,

property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- 11.1.1.5 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions or the Work in transit until such materials are permanently attached to the Work. Proof of insurance shall be provided with the request for payment for stored materials.
- 11.1.1.6 The insurance required by Paragraph 11.1.1 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 or Subparagraph 11.3.7.

Replace Subparagraph 11.1.2 with the following:

- 11.1.2 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The Contractor shall also furnish a Maintenance and Defect Bond covering faithful performance of warranty 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 the one hundred percent (100%) of the Contract Sum. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Replace Subparagraph 11.1.3 with the following:

- 11.1.3 The Contractor shall deliver the required bonds to the Owner not later than three 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 the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following Clause 12.2.2.4 to Subparagraph 12.2.2:

- 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 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1 Delete of the portion of the paragraph that reads ", excluding that jurisdiction's choice of law rules."

ARTICLE 15 CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR ADDITIONAL TIME

Add the following Clauses 15.1.6.1.1 and 15.1.6.1.2 to Subparagraph 15.1.6.1:

15.1.6.1.1 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.

15.1.6.1.2 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.

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

15.1.7.2 Delete the portion of the paragraph that reads “, except anticipated profit arising directly from the Work.”

Add the following Clause to Subparagraph 15.1.7:

15.1.7.3 If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect.

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