

SECTION 00 73 00  
SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A201, 2017, Articles 1 through 15 inclusive, is a part of this Contract, and is incorporated herein as fully as if here set forth.

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 edition. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph or clause shall remain in effect. In the case of conflict between these supplements and the General Conditions identified above, the more stringent clause, as determined by the Architect, shall govern.

**MODIFICATIONS TO ARTICLE 1.**

**Subparagraph 1.1.1 THE CONTRACT DOCUMENTS**

Delete the last sentence in its entirety, and substitute the following:

"The Contract Documents shall also include the Invitation to Bidders, the Instructions to Bidders, the Supplementary Instructions to Bidders, the Bid Form, and all portions of Addenda relating to any of these. The Contract Documents shall apply to the Contractor and all subcontractors, and it is their responsibility to become familiar with these Documents. In the case of conflict amongst these Documents, **the more stringent requirement**, as determined by the Architect, shall govern.

"The Owner reserves the right to waive any discrepancy in the bid documents that the Owner deems to not be material."

**Paragraph 1.1 BASIC DEFINITIONS**

At the end of this paragraph, add the following subparagraphs:

**"1.1.9 THE SURETY**

The Surety shall be defined as the corporate body which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of the Work and for his payment of all debts pertaining to the Work, and which body is licensed to do business within the State in which this Project is located.

**1.1.10 APPROVED**

The word "approved" shall be defined as the written approval by the Architect, except as otherwise modified. The terms "directed", "required", "permitted", or words of like import, shall be considered as similarly defined as to the party directing, requiring, permitting, or similarly instructing the Contractor.

**1.1.11 PROVIDE OR PROVIDED**

The words "provide" or "provided" shall be defined as both furnishing and installing a thing, product, system, assembly, material, or the like.

**1.1.12 ALL**

"All" is implied throughout the Trade Sections of the Specifications and shall mean to do or accomplish all things under the Contract, except where other provisions are specified. Hence,

the use of the word "All" is limited, in general, to the general parts of the Work, and the work included in the scope of each and every Trade Section, or to residuary legate clauses requiring the doing of all things except those sequentially listed as excluded.

**1.1.13 PRODUCT**

Wherever the word "product" appears within the Contract Documents, it shall be understood to mean material, equipment, assemble, manufacturers, brands, trade names, items of similar description as applicable.

**1.1.14 TRADE**

The word "Trade" (with initial capital letter) is used herein to designate a Section title and not a trade or craft as set up for labor jurisdiction in an area."

**Paragraph 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Subparagraph 1.2.2: Add the following sentence:

"Scope" paragraphs of the Sections present a brief indication of the principal work included primarily in that Section, but do not limit work to subjects specifically mentioned nor do they purport to itemize all work that may be included."

At the end of paragraph 1.2, add the following subparagraphs:

"1.2.4 Large scale details shall, in general, govern and take precedence over small scale details, which they are intended to amplify. Figure dimensions. Do not obtain dimensions by scaling. In cases of discrepancy between Drawings and Specifications, consult the Architect before proceeding with the work. Should the Architect fail to be notified prior to commencement of the work, the responsibility for the work shall be that of the Contractor.

1.2.5 Extra payments will not be authorized for work that could have been foreseen by careful examination by the Contractor."

**MODIFICATIONS TO ARTICLE 3.**

**Paragraph 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

Add the following subparagraphs:

"3.3.4 The Contractor shall layout all the Work as required by the Drawings and be held responsible for damage, if any is incurred, due to incorrect layout of Work. The Contractor shall establish all building lines, bench marks, and levels from which all trades can work, and take necessary measures to keep the marks in visible evidence throughout all stages of the Work.

3.3.5 In order to insure proper progress to Work, the Contractor shall be prepared to guarantee to each of his Subcontractors the dimensions which they may require for proper fitting of their work to all adjacent or adjoining work.

3.3.6 The Contractor shall verify all measurements at buildings and premises, and where necessary measurements cannot be secured at the Project when required, the matter shall be referred to the Architect."

**Paragraph 3.7 PERMITS, FEES AND NOTICES**

Subparagraph 3.7.1: After the words "Contractor shall secure and... ", add the words "...Owner shall...".

Subparagraph 3.7.1: After the words "licenses" add the words "...utility fees, tap fees,....".

**Paragraph 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Subparagraph 3.12.7: In the last line, delete the word, "...approved..." and substitute "...stamped reviewed...".

**MODIFICATIONS TO ARTICLE 5.**

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

Subparagraph 5.2.1: At the end of the subparagraph, add the following:

"No work shall be commenced until the names of the Subcontractors have been given in writing to the Architect. If required, the Contractor shall furnish evidence satisfactory to the Architects showing that any or all proposed Subcontractors are competent to execute the various parts of the Work covered by their subcontract."

**MODIFICATIONS TO ARTICLE 9.**

**Paragraph 9.2 SCHEDULE OF VALUES**

After this subparagraph, add the following:

9.2.1 "The schedule of values of the various portions of the Work shall be submitted on AIA form G703 (Continuation Sheet of G702) shall be filled out in full."

**Paragraph 9.3 APPLICATIONS FOR PAYMENT**

Subparagraph 9.3.1: After this subparagraph, add the following subparagraphs:

"9.3.1.3 Unless otherwise stated in the Agreement, the Owner will retain, until Final Payment, 5% of the amount due the Contractor on account of progress payments.

9.3.1.4 Starting with the second Application for Payment, the Contractor shall verify that he has paid all Subcontractors and major material suppliers that amount drawn on the previous payment for their respective areas.

9.3.1.5 The form of Application for Payment shall be AIA G702/703 and shall be filled out in full. The Contractor's itemized estimate sheet used in preparation of the Application for Payment shall at all times be open for review by the Architect."

**Paragraph 9.8 SUBSTANTIAL COMPLETION**

At the end of this paragraph, add the following:

"9.8.6 Time is of the essence because the Owner will suffer financial loss if the Project is not substantially completed on each date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sum hereinafter stipulated as fixed

and agreed as liquidated damages for each calendar day of delay until the Work is substantially completed: \$ 500.00. “

**Paragraph 9.10 FINAL COMPLETION AND FINAL PAYMENT**

Subparagraph 9.10.2: At the end of this subparagraph, add the following:

“Forms for release shall be AIA G706 and G706A.”

Subparagraph 9.10.2: In the last line, after the word “...attorneys’...”, add the words “...and Architect’s...”.

**MODIFICATIONS TO ARTICLE 11.**

**Paragraph 11.1 CONTRACTOR’S INSURANCE AND BONDS**

Subparagraph 11.1.1: After this subparagraph, add the following:

11.1.1.1 The Contractor shall maintain, throughout the life of the Contract, insurance satisfactory to the Owner providing not less than the following minimum coverage:

Public Liability Insurance:

- A. Comprehensive General Liability Insurance - This is the basic insurance which covers the Contractor for his negligent acts, errors, and omissions.
- B. Contractor's Protective Liability Insurance - This insurance protects a Contractor from Liability arising from the negligent acts of his subcontractors.
- C. Blanket Contractual Liability Insurance - This is an extension of the regular general liability policy to cover any written contract entered into by the insured contractor.
- D. Completed Operations Liability Insurance - This form of insurance extends the time limit of the general liability policy to cover claims that may arise after work has been completed and turned over to the Owner.
- E. General Commercial Liability (Claims Made):
  - 1. General Aggregate: \$2,000,000.00
  - 2. Prods-Comp/OPS Agg.: \$1,000,000.00
  - 3. Pers. & Advg. Injury: \$1,000,000.00
  - 4. Each occurrence: \$1,000,000.00
  - 5. Fire Damage: \$50,000.00
  - 6. Medical expense: \$5,000.00
- F. Automobile Liability (any auto, hired autos, non-owned autos):
  - 1. CSL: \$1,000,000.00
- G. Excess Liability (umbrella form):
  - 1. Each occurrence: \$1,000,00.00
  - 2. Aggregate: \$1,000,000.00
- H. Workers' Comp. and Employers' Liability:
  - 1. Each Accident: \$100,000.00
  - 2. Disease-Policy Limit: \$500,000.00
  - 3. Disease-Each Employee: \$100,000.00
- I. XCU coverage: The certificate of insurance shall state that the XCU exclusions have been eliminated.

Subparagraph 11.1.2: At the end of the subparagraph, add the following:

“Contractor’s Performance and Payment Bond shall be in the amount of 100% of the Contract amount. Each bond shall provide either in the body of the Bond or by appropriate endorsement (Rider) to the bond that: This obligation shall remain in full force and effect for any and all duly authorized modifications of said Contract and that may hereinafter be made, except that no change will be made which increases the total Contract Sum more than twenty percent in excess of the original Contract Sum without notice to the Surety.”

Subparagraph 11.1: Add the following:

“11.1.5 Each policy shall provide EITHER IN THE BODY OF THE POLICY OR BY APPROPRIATE ENDORSEMENT (RIDER) TO THE POLICY, that such policy cannot be altered or canceled in less than 30 consecutive calendar days after receipt by the Owner of such written notice.

11.1.6 The Contractor shall furnish a certificate of Insurance certifying that the insurance requirements, as set forth herein, have been included in the insurance policies. This Certificate of Insurance shall state the amounts of insurance and shall contain the clauses set forth herein. The Certificate of Insurance must be approved by the Owner prior to the commencement of the Work.”

**Paragraph 11.2 OWNER’S INSURANCE**

Subparagraph 11.2.2: Strike paragraph in its entirety and add “The Owner will not provide Builder’s Risk insurance.”

Subparagraph 11.2.3: Strike paragraph in its entirety.

**- END OF SUPPLEMENTARY GENERAL CONDITIONS -**