

# SUPPLEMENTARY GENERAL CONDITIONS

## PART I - AMENDMENTS TO AIA GENERAL CONDITIONS

Articles set forth under PART I of the Supplementary Conditions are amendments to the corresponding Articles of the AIA General Conditions, AIA Doc. A201, 1987 Edition, in the form of additions, deletions, or substitutions to the basic Articles. Any provisions of the basic Article not so amended shall remain in effect.

### ARTICLE I - GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

##### 1.1.1 Modify the first sentence to read:

"The Contract Documents consist of the Owner-Contractor Agreement, the Advertisement, the Bidding Documents, the Contract Forms, the Conditions of the Contract, the Specifications, the Drawings, and all Addenda issued ... etc."

Delete the third sentence.

#### 1.2 EXECUTION, CORRELATION AND INTENT

Add the following Subparagraphs:

1.2.6 Except as otherwise defined in the context, the terms "As shown", "as indicated", "as detailed" shall mean, "as shown (or as indicated, or as detailed) on the drawings."

1.2.7 Where used in conjunction with the Architects or Engineers response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architects responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

1.2.8 Except as further defined, the term "provide" shall mean "furnish and install, complete and ready of the intended use.

1.2.9 In case of discrepancies among the Contract Documents, the order of precedence shall be:

- The Agreement
- The Addenda in descending numbers
- Specifications over drawings
- Figured drawings over scaled
- Large scale drawings over small scale
- Later editions over earlier
- Scope and quality; the greater

When discrepancies are found, the Contractor shall forthwith notify the Architect; and until clarification is received, shall not proceed with construction of that portion of the work except at his risk.

1.2.10 Drawings at whatever scale and for all trades are intended to be diagrammatic and to convey usual information in accordance with trade customs; but do not show every detail or item of work and equipment. If work shown partly in full and partly in outline, parts drawn in full shall apply to all other like portions. Ornament shown by starting only shall be continued throughout the course and in other like parts of the work. The contractor shall verify all dimensions and details by actual measurements at the site or structure before fabrication is started; and shall be responsible for any work incorrectly built.

- 1.2.11 The distribution of work is intended to be described in accordance with appropriate practice; but may be modified except when inconsistent with the intent hereof, provided no controversy will arise among the trades and progress of the work will not be delayed. No responsibility is assumed by the Owner or Architect for any omissions or duplications as a result of the distribution or redistribution of work.
- 1.2.12 Every supplier, distributor or other producer who furnishes materials, equipment, accessories or assemblies designed, required or worked to fit portions of the project, or performs like service for the Contractor, any sub- or subsubcontractor or independent contractor, shall be subject to all the responsibilities of a subcontractor as defined herein. He shall provide site labor when so specified or when usual or necessary for any reason to assure correct installation or performance of his product; for which he may subcontract at his option or when required by union regulations.
- 1.2.13 Schedules and quantities and tabulations thereof in the Contract Documents are provided for guidance only. It is the responsibility of the Contractor to verify items and quantities, report discrepancies to the Architect, and to furnish and install all materials necessary to complete the work.

## ARTICLE 2 - OWNER

Add the following:

- 2.1.3 The term "Owner", sometimes also referred to as the "Awarding Authority" or "Authority" means the Authority identified in the Owner-Contractor Agreement, a public body, politic and corporate, organized and existing under the provisions of the Law of the Commonwealth of Massachusetts. No member of the Authority shall in any way, directly or indirectly be personally liable under any of the provisions of this contract.
- 2.1.4 The Awarding Authority and its authorized representatives and agents shall at all times have access to, and be permitted to observe and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, and other relevant data and records; provided however, that all instructions and approvals with respect to the work shall be given to the Contractor only by or through the Architect.
- 2.1.5 All communications of the Contractor to the Department and its representatives and agents must be forwarded through the Architect. They shall be in writing, addressed to the Department and be considered given if delivered to the office of the Architect; or if in a sealed, postage prepaid envelope, addressed to the Department c/o the Architect, deposited in the United States mail; or if delivered prepaid to a telegraph office for transmission to the Architects office.
- 2.1.6 Items requiring the Owners countersignature as per subparagraph shall be valid only with the signature of the Owner or with the signature of those designated to act in his/her stead.
- 2.1.7 Items requiring the Owners countersignature to be valid shall include but not be limited to the following:
1. The Owner-Contractor Agreement.
  2. Notice to Proceed.
  3. All Change Orders, whether or not they affect a change in the Contract Sum or in the Contract Time.
  4. Owners order to proceed precedent to Change Orders based an actual cost as per subparagraph 12.1.4 of the Supplementary Conditions.
  5. Architects orders for uncovering work as per subparagraph 12.1.2 of the General Conditions.
  6. All written orders, notice and approvals given by the Owner pursuant to the Contract Documents or pursuant to any Law applicable to this Contract.

- 7. Certificate of Substantial Completion.
- 8. Final Payment.
- 9. Stop Work Order.
- 10. Termination of Contract.

2.1.8 In any instance needing clarification as to whose signature is required, the Contractor shall seek clarification in writing from the Architect.

2.1.9 Work undertaken by the Contractor or a Subcontractor at the Owners or any other persons order without the Owners countersignature prior to the start of such work shall be considered unauthorized work and be at the Contractors or Subcontractors own risk. Such unauthorized work shall not be considered cause for any extra payment on account of the Contract, and the Contractor or Subcontractor shall be responsible for performing, at their own expense any corrective measures required by the Architect.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following Subparagraph:

2.2.7 Any such communications shall be in writing and be considered given if delivered at the office of the Contractor; or if in a sealed, postage-prepaid envelope addressed to the Contractors office and deposited in the United States mail; or if delivered prepaid to a telegraph office for transmission to the Contractors office.

2.3 OWNERS RIGHT TO STOP THE WORK

Add the following Subparagraph:

2.3.2 The following provisions (a) and (b) are included herein in their entirety:

- a. The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract, but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other provisions.
- b. The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

ARTICLE 3 - CONTRACTOR

3.1 DEFINITION

3.1.1 Change the beginning to read:

"The 'Contractor', sometimes referred to as 'General Contractor', is the person or....."

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following subparagraphs:

- 3.3.5 The Contractor shall provide the services of a licensed professional engineer to perform lay-out work. The Contractor shall be responsible for the location of property and building lines and the determination of all grades and elevations from legally established bench marks and lines and points from which all trades may determine exact locations of attachments, sleeves, boxes, penetrations, services, inserts and other devices. Such lines and reference points shall be laid out on form work before reinforcement is in place, on decks and by staking; for the guidance of all trades.
- 3.3.6 Provide convenient and safe access to all parts of the work complying with all regulations of all authorities having jurisdiction. Each trade shall erect tight and secure scaffolds for their own work; provide shelters with tight flooring and screens where necessary under overhead work, with all required safety features.
- 3.3.7 Provide legal protective equipment for workmen and be responsible for its use, meeting requirements of OSHA.
- 3.3.8 Each subcontractor and independent contractor shall provide such field office, storage facility, tools, equipment and temporary accommodations as he may require, and for energy required and its connection to such structures. Structures on the site shall be located subject to special instructions of the architect/owner.
- 3.3.9 The Contractor shall coordinate work in congested areas by requiring from subcontractors involved that they prepare layout drawings at scale 1/2 inch equals one foot or larger which will show proposed installation of their work, amplifying Architects and Engineers drawings. They shall exchange and review proposed layouts and submit them for approval of the Contractor, who shall, in turn, deliver them with his recommendations to the Architect for approval, in the same manner and with the same responsibilities as shop drawings.
- 3.3.10 Install mechanical, electrical and other special work in such relationship to the building structure and other work and equipment as will produce an orderly and accessible installation, as close to structure as feasible without impairing access for maintenance and replacement. Give right of way to piping requiring consistent pitch on horizontal runs; adapt and transform ductwork to accommodate it to headroom and space requirements. Conceal work above suspended ceilings, noting location of special fittings. Provide support for suspended equipment to building structure and do not depend on furring, ceiling grids, other equipment and the like.
- 3.3.11 Ascertain positions, shapes, dimensions and clearances of areas, heights, openings, recesses and the like. Center equipment in assigned spaces where exposed to view or so noted. Adapt equipment including connecting fittings to space available. Position, recess and support all installations so that there will be no interference with full opening and use of doors, windows, access panels, cabinets, drawers and the like; or with hardware or operating devices; and no misfitting or concealment of filler openings, air cups, filters, caps or other working parts. Locate no equipment or controls behind doors in open position. Particularly examine wall elevations and floor and ceiling plans for locations of panels, tiles and the like; and cooperate in the placing of openings, equipment and controls where they will be free from conflict, accessible and neat in appearance. Each contractor and subcontractor shall be responsible for securing this information by examination of all Contract Documents and all site conditions and coordination of dimensions and characteristics of equipment to be installed. He shall verify all relationships before selection of equipment and preparation of shop drawings or purchase of materials; and shall exchange, relocate and reinstall work inconsistent with these requirements, substituting members of different sizes and shapes where necessary, without reducing capacities or convenience of the affected systems, and at his expense.

- 3.3.12 Consult with other subcontractors or independent contractors using or providing like items such as access panels; and select and use same type, subject to approval of the Architect, throughout.
- 3.3.13 Deliver, check and fit finish hardware and finish plates, fittings, fixtures, covers, sensing and control devices and the like, cabinets, and all other surface mounted equipment. Remove and store face portions and carefully cover and protect fixed members until surfaces of the building have received their final treatment including painters finish and wall covering, and areas have been cleaned. When all other trades have finished surface work, remove coverings, clean mechanisms, reinstall finish members and adjust.
- 3.3.14 Investigate and test conditions under which work will be done, and the structure, materials and surfaces to which work will be attached or applied or by which it will be supported. If any job condition will be detrimental to good workmanship or permanence, notify the Contractor in writing with a copy of the correspondence to the Architect, and do no work until the condition is corrected. Commencement of work by a contractor or subcontractor shall constitute unqualified approval by him of all working and installation conditions in that area and acceptance of full responsibility for satisfactory installation and warranty of his work, except as to defects which may develop in the work of others on which his work depends; not reasonably inferred, and apparent only after the work of this contractor or subcontractor has been executed.
- 3.3.15 The Contractor and/or his sub-contractors shall do no work at any time or under any condition which he deems unsuited to the perfect execution of the work. He shall notify the Architect immediately, before commencing with the work, if such a condition exists. Commencement of this portion of the work, without such notification, shall signify his acceptance of the conditions which will result in such perfect execution of the work.

#### 3.4 LABOR AND MATERIALS

Add the following subparagraphs:

- 3.4.3 Except where otherwise specifically provided to the contrary, the words "or equal" are hereby inserted immediately following the naming or describing of each article, assembly, system, or any component part thereof, in any of the Contract Documents.

When requesting a substitution, the Contractor and Subcontractors are required to submit to the Architect for consideration as to its equality, a written notice containing the name and full particulars pertaining to any items other than the specific or specifics named or described therefore in the Contract Documents. Such submittal shall be made to the Architect immediately following the execution of the Contract.

Upon receipt of such written notice, the Architect shall investigate whether the item in question shall be considered equal to the item named or described therefore in the Contract Documents. Upon conclusion of the investigation, the Architect shall, in writing, promptly advise the Contractor that the item in question is, or is not considered the equal of the item named or described as aforesaid, and that said item may, or may not, be furnished on the work accordingly. Such notice shall be countersigned by the Construction Advisor and have concurrence of the Department.

Although it is to be understood that an item equal to the item named or described in the Contract Documents may be furnished on the work, in no case, however, may an item be furnished on the work other than the item named or described unless the Architect shall consider the item so named or described, as provided by law.

- 3.4.4 The equality of items offered as "equal" to the items named or described shall be proved to the satisfaction of the Architect at the expense of the Contractor or Subcontractor submitting the substitution.

- 3.4.5 The Contractor or the Subcontractor, as the case may be, shall assume full responsibility for the proper performance of any item submitted as "equal" to the specific or specifics named and assume the costs of any changes in his own work or in the work of other trades which may be due to such substitution.
- 3.4.6 All materials shall be handled, stored, installed, cleaned and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with the manufacturers specifications and directions.

### 3.5 WARRANTY

Add the following subparagraphs:

- 3.5.2. The warranty of the subcontractor to the Contractor and of the Contractor to the Owner shall comprehensively include all work and its proper operation. It shall commence with the Date of Substantial Completion as defined in paragraph 8.1.3 of the General Conditions unless otherwise specified, and shall extend for 365 calendar days from that date, or longer when so specified, against any faults, defects or failure of materials, assemblies or workmanship. Manufacturers of components shall be understood to conform their warranties or guarantees herewith and to provide such services as required to effectuate the warranty of the Contractor. Repair or replacement of work judged to be defective shall be made promptly upon notice by the Contractor, Architect or owner or discovery by others, with new parts and materials and expert workmanship; including restoration by qualified workmen of other work disassembled or damaged.

Materials, systems or products which, in the opinion of the Architect, have unusual or excessive service requirements or outages or latent defects during the warranty period shall be deemed to be defective and shall be replaced hereunder without expense to the owner.

Work not accepted as of the Date of Substantial Completion and work replaced as defective within the warranty period shall, in turn, be warranted for 365 days or as specified from date of satisfactory installation and acceptance.

- 3.5.3 Prior to delivery and warranty, all installations having moving or operational members, with or without motive power, shall be fully equipped, suitably charged with lubricant, fuel and any other functional substances, energized and ready to operate.
- 3.5.4 Warranty hereunder shall include, unless specifically deleted, regular service, adjustment and maintenance of mechanical equipment on the periodic basis customary for the equipment in question, without charge to the owner during the warranty period, except for replacement of portions or substances normally expended or consumed in use.

### 3.7 PERMITS, FEES AND NOTICES

Add the following subparagraphs:

- 3.7.5 Immediately after award of contract the General Contractor shall review carefully all applicable laws, statutes, building codes and regulations particularly affecting the project. Within twenty days of the award, he shall report to the Architect in writing any condition in which the project Contract Documents are inconsistent with such laws, statutes, building codes and regulations involving extra costs. If he makes no such report, the Contractor will not be entitled to make claim therefore subsequently.
- 3.7.6 The Contractor shall arrange and pay for all terminations, removals, extensions and changes in public utilities and services involved in completing the construction and occupancy of this project. He shall make all applications, pay all fees and arrange and pay for all inspections, approvals and field supervision by public inspectors required by law.

### 3.9 SUPERINTENDENT

Add the following subparagraphs:

- 3.9.2 The Contractor shall submit to the Architect within five days of receipt of notice to proceed a "Job Organization Chart", identifying the key personnel of his organization, together with their home addresses and telephone numbers. He shall supplement the chart with names, addresses and telephone numbers of key personnel of subcontractors as soon as they are under contract. He shall employ no person or organization contrary to reasonable and substantial objection by the Owner or Architect.
- 3.9.3 The Contractor and each subcontractor shall be responsibly represented at such conferences and such times as the Architect may require. The Contractor shall provide facilities, when so directed by the Architect, for complete recording and transcription of actions of such meetings and distribution to all affected parties.

### 3.10 CONTRACTORS CONSTRUCTION SCHEDULES

Add the following subparagraph:

- 3.10.4 The Contractor shall, within two weeks of execution of a contract, prepare, and monthly thereafter update a Progress Schedule, which shall include a bar chart for work of all trades, at an informative scale. Accompanying the Schedule, the Contractor shall submit a forecast of monthly requisition amounts for three months in advance. A copy of the Progress Schedule shall be kept in the Contractors office and be brought up to date each month to show the actual progress of work.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following subparagraph:

- 3.11.2 Mechanical and Electrical subcontractors and other specialty contractors and subcontractors when required, shall maintain in the site office at all times a complete set of clean blue line prints furnished by the contractor, of drawings of each specialty. Mark thereon, as work progresses, in colored ink, an exact record of the installation as made in each case; noting sizes, branches, fittings, accessories, controls, connections, starting and stopping points, directions, elevations, valves, fixtures and the like and relationship to work of other trades. Record dimensions to identifiable locations. Show work under change orders in different colors. Progress as so recorded and approved as correct by the Architect will be considered in making progress payments and payments will not be made if record drawings are judged to be inaccurate.

On completion of the work, prepare a new, neat and correct set of Record Drawings at the expense of the subcontractor or independent contractor, showing the work as built; submit through the contractor, whose verification and approval will be required, to the Architect for further review and verification by consultants. Upon completion of necessary corrections by the contractors to the satisfaction of the Architect, the contractors shall prepare by C.B. process, Photac No. 10 or on Mylar, a complete set of reproducible drawings, to be identified in prominent letters as "RECORD DRAWINGS"; and deliver the transparencies and two complete sets of non-fading prints to the architect for transmission to the Owner.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following subparagraphs:

- 3.12.12 Submittals, together with shop drawings where appropriate, shall be made for all products worked or assembled for this project and for all equipment furnished. Submittals and shop drawings related to a

particular section of the specifications shall be delivered at one time, assembled in not less than six complete sets neatly bound; and containing comprehensive information adequate in the opinion of the architect for the evaluation, selection and adaptation of products or equipment proposed. Samples shall be delivered concurrently. Information shall bear the contractors stamp, noting exceptions, deviations and recommendations. Submittals shall include manufacturers names cuts, dimensions, weights, capacities, wiring diagrams, catalogue data and published ratings conforming to specification requirements. Shop drawings shall include details of assembly, connections, attachment to other work, schedules and finishes. In addition, such other information as may appear important to the architect shall be furnished. Following approval by the architect of information submitted, no changes may be made without his written permission & the approved products & equipment shall be used throughout the work.

- 3.12.13 Concurrently with submittals and shop drawings required under paragraph 3.12.12, the contractor shall deliver three sets of samples of all portable materials specified or later required by the architect; unless otherwise directed, one set to the office of the architect and two sets to be kept in a secure place at the site by the contractor. Other arrangements for inspection may be made if satisfactory to the architect. Samples shall be of informative size, displaying full range of qualities, colors, textures and other characteristics as specified; and identified by makers' labels stating project use, materials, grades and costs. Upon instructions from the architect, the contractor shall remove all samples at completion.

### 3.14 CUTTING AND PATCHING

Add the following subparagraphs:

- 3.14.3 Subcontractors and separate contractors shall provide to the contractor layouts of work to be built in, for approval of the architect, sufficiently in advance of need to permit review. Delay in providing information will be cause for backcharge of additional expense caused to the contractor against the responsible party.
- 3.14.4 In alterations to existing work, any space in which any changes are made shall be reconstructed or refinished as necessary to conform in similar respects to the changes made, by sections, panels, surfaces, details and general treatment so that the result will be a complete, unified and matching whole. Materials and treatments shall be applied consistently throughout the space and to all existing work where necessary for this purpose. Where no other instructions are given, the new work shall match the old work without evidence of alteration.

### 3.15 CLEANING UP

Add the following subparagraph:

- 3.15.3 No portion of the premises will be accepted as complete until interior and exterior areas have been made fully ready for occupancy in accordance with the contract. The contractor shall remove waste, surplus materials, equipment and soil of every kind; remove signs, temporary facilities and protective coverings; replace broken glass and restore any other damaged parts, members and equipment; thoroughly clean all surfaces; suitably buff or polish glass, floors, metals, fixtures and the like; vacuum clean carpets; remove spots, smears, stains; clean and test plumbing, heating, ventilating and air handling, electric work, hardware and other operating devices; and deliver the premises in first class condition.

## ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

### 4.2 ARCHITECTS ADMINISTRATION OF THE CONTRACT

- 4.2.11 At the end of the second sentence, delete "within any time limits agreed upon." and substitute "within thirty days of request for interpretation, in accordance with subparagraph 2.2.8 of the Supplementary Conditions."

## ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.2 MUTUAL RESPONSIBILITY

Add the following subparagraphs:

- 6.2.7 Should the contractor sustain damage through an act or omission of any separate contractor, or should the contractor sustain damage through the act or omission of a subcontractor or any such separate contractor, the contractor shall have no claim against the Owner for such damage. The settlement of any claim as set forth shall in no case be a cause for delays in the work.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.2 CHANGE ORDERS

Add the following:

All Change Orders must be countersigned by the Administrator in accordance with Paragraph 3.1 as supplemented.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.6.1 add, "Not to exceed 25% of labor costs."

delete 7.3.6.4 and 7.3.6.5 and add the following subparagraphs:

- 7.3.6.4 For work performed by the contractor with his own forces there shall be added a percentage fee for the contractor equal to 15% of the total of Items .1,.2,.3 hereinabove.
- 7.3.6.5 For work performed by a filed or non-filed subcontractor there shall be added a percentage fee for the subcontractor equal to 15% of the total of Items .1,.2,.3 hereinabove. To this total amount of the subcontractors price there may be added an additional percentage fee of 10% for the contractor.
- 7.3.6.6 The percentage fee shall be compensation to cover the cost of supervision, layout, overhead, profit and all other general expenses which are not included in the cost of the work as defined above.
- 7.3.6.7 Actual increases in the premium costs for performances and payment bonds required of the contractor and filed subcontractors, provided there will be an appropriate credit for reduced premiums for a credit change order.
- 7.3.6.8 On any change in the contract price that involves a credit, the amount of the credit will not include an overhead and profit factor, however, the credit will include a 25% amount for Item .1 applied to the value of the labor deleted.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add the following subparagraph:

- 9.2.2 The Schedule of Values shall contain a separate item for each Section of these Specifications broken down in such form as the architect may require. Each Item in the Schedule of Values shall include its proper share of overhead and profit.

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 Delete in its entirety and substitute the following:

9.3.1 Once in each month, on the date established by the Architect at the beginning of the work, the contractor shall deliver to the architect by hand or by registered or certified mail with return receipt an itemized Application for Payment, supported by such data substantiating the contractors right to payment as the owner or the architect may require, and reflecting retainage be provided in Paragraph 9.6 as supplemented. Such Application for Payment shall be submitted on AIA Document G702 and G703 modified as required by the Department. The form shall show separately:

1. The value of labor and materials incorporated in the work.
2. The value, kind and quantity of each item of material or equipment not incorporated in the work but delivered and suitably stored at the site for which the contractor has title to.
3. The value, kind and quality of each item of material or equipment not incorporated in the work but suitably stored at some other location agreed upon in writing for which the contractor has title to.
4. All Change Orders approved up to the date of the Application for Payment.

Add the following subparagraph:

9.3.4 In no event may materials or equipment be deemed delivered and suitably stored at the site (or at some other location agreed upon in writing), unless the following requirements are met:

1. The materials or equipment are ready for and actually scheduled for prompt use, as so-called stockpiling is expressly forbidden, except as otherwise specified or permitted by the architect.
2. The materials or equipment meet the requirements of the Contract Documents.
3. The contractor can and will adequately protect the materials or equipment until they are incorporated in the work.
4. The contractor will pay storage charges and related expenses, if materials or equipment are stored at some other location agreed upon in writing.

9.10.5 Add the following subparagraph:

### 9.10.5 USE AND OCCUPANCY PRIOR TO COMPLETION

- a. The contractor agrees to plan and expedite the work so that the owner may occupy the new structure at as early a date as possible and to coordinate the addition and alteration work to minimize interference with the owners operations.
- b. It is understood that the owner will have the right to occupy portions of the addition when partially complete if he finds it in his interest to do so, provided that such occupancy does not increase the contractors risks, interfere with the orderly progress of the work or cause delay in timely completion. The contractor shall continue insurance coverage in full force and continue to furnish utilities and protections as specified. Such occupancy shall not be construed as acceptance of that or any other portions of the building and premises nor a waiver of any responsibilities of the contractor.
- c. The contractor will not be responsible for maintenance, glass breakage or other damage occurring in space occupied or used if due solely to such occupancy and use; nor for damage to any property of the owner therein unless due to negligence of the contractor.

- d. All work in the existing building shall be scheduled in advance and arranged to cause a minimum of inconvenience to the owner and the public. Prior to starting any of this work the following conditions shall be satisfied:
  - 1. The time and method of construction shall be approved by the owner through the architect.
  - 2. Once started work shall be arranged to cause a minimum number of interruptions to the owners activities.
  - 3. The owner shall be notified at least one week prior to commencement of any work to be performed in these areas.
  - 4. At least 46 hours notice shall be given to the owner of all scheduled interruptions of existing utilities, services and operating systems.

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

Add the following subparagraph:

**10.3.2 PROTECTION**

The contractor shall be responsible for protecting the existing building and portions thereof to remain until completion of the new building and alterations. Provide adequate protection to the existing building and portions thereof to remain, from fire, theft and vandalism. The contractor shall be held reasonably responsible for any unauthorized entry into the existing building and remaining portions thereof by virtue of any negligence on his part in this construction.

**ARTICLE 11 INSURANCE AND BONDS**

**11.1.2 Delete in its entirety and substitute the following:**

The insurance required by Subparagraph 11.1.1 shall be taken out in a company or companies authorized to do such business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein below, or required by law, whichever is greater.

- 1. Workmens Compensation and other benefits as required under Chapter 152 of the General Laws, as amended, and Section 34 A of chapter 149 of the General Laws.
- 2. Employers Liability with a limit of at least \$500,000.00 each accident.
- 3. Comprehensive General Public Liability including contractors liability as applicable to the contractors obligations under Paragraph 3.18; Elevators (if any of the work); Completed operations and Products Liability; all on the occurrence basis with Personal Injury Coverage and Broad Form Property Damage. Remove the XCU exclusions relating to Explosion, Collapse and underground Property Damage. Completed Operations Liability shall be kept in force for at least two years after the date of final completion.

Personal Injury and Accidental Death:

Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:

Each Occurrence	\$1,000,000
Aggregate per 12 months	\$1,000,000

- 4. Comprehensive Automotive Liability including coverage for owned, non-owned and hired automobiles.

Bodily Injury and Accidental Death:

Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:

Each Occurrence	\$ 100,000
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11.2 OWNERS LIABILITY INSURANCE

11.2.1 Delete in its entirety and substitute:

11.2.1 The owner shall be named as an additional insured on the Contractors Liability Insurance Policies.

11.3 PROPERTY INSURANCE

11.3.1 Delete In its entirety and substitute:

11.3.1 The owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall be taken out in a company or companies against which the owner has no reasonable objection and shall include the interests of the owner, the contractor, subcontractors and sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include all risks insurance for physical loss or damage including, without duplication, theft, vandalism and malicious mischief. This insurance shall include coverage of owned and rented tools, equipment, temporary facilities and other items, whether or not the capital value of same has been included in the contract sum and shall also include portions of the work stored off site or in transit which are included in an Application for payment under subparagraph 9.3.2. If this insurance is written with stipulated amounts deductible. The owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim.

11.3.2 In the first line change "The Owner" to "The Contractor".

11.3.4 Delete in its entirety and substitute:

11.3.4 The contractor shall file the original and one certified copy of all policies with the owner before exposure to loss may occur. If the owner is damaged by the failure of the contractor to maintain such insurance and to so notify the owner, then the contractor shall bear all reasonable costs properly attributable thereto.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2.2 First and tenth lines, change "one year" to "two years".

12.4 SPECIAL GUARANTEES AND WARRANTIES

12.4.1 All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Architect before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates.

12.4.2 The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents.

12.4.3 The Contractor's obligation to correct work as set forth in Paragraph 13.2 is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

#### ARTICLE 13 MISCELLANEOUS PROVISIONS

##### 13.5 TESTS AND INSPECTIONS

Add the following subparagraphs:

13.5.7 The owner will provide the services of an independent and qualified testing and inspecting laboratory or engineer. The contractor shall provide and deliver for testing such materials as may be designated by the architect, and shall provide facilities for tests conducted on the site.

#### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

##### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1 Delete in its entirety and substitute:

"If the Work Is stopped for a period of thirty days under any order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons performing any of the work under a contract with the Contractor, then the Contractor may, upon seven additional days written notice to the owner and the architect, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages."

#### ARTICLE 15 PRE-CONSTRUCTION CONFERENCE

15.1 "After the award of the Contract but prior to the start of the work, the General Contractor and all filed subcontractors shall attend a preconstruction conference with representatives of the Awarding Authority, Architect, and Massachusetts Board of Library Commissioners. The Conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor, in detail, of the obligations imposed on him and his subcontractors. The date, time, and place of the conference will be furnished to the Contractor by the Awarding Authority.

END OF SECTION