# SECTION 007300 SUPPLEMENTARY CONDITIONS

#### INTENT

- 1.01 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN DOCUMENT 007200 GENERAL CONDITIONS AND OTHER PROVISIONS OF CONTRACT DOCUMENTS AS INDICATED BELOW. PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.
- 1.02 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

### **MODIFICATIONS TO AIA A201**

## 2.01 ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES

- A. Add the following subparagraph:
  - 1. 7.3.10: The following fees apply to Changes in the Work in accordance with Subparagraph 7.3.6:
    - a. 10 percent overhead and profit on the net cost of Work done by the Contractor;
    - b. 5 percent overhead and profit on the cost of Work done by any Subcontractor;
    - c. On Work deleted from the Contract, credit to the Owner shall be the Architect approved net cost plus 1/2 of the overhead and profit percentage noted above.

#### 2.02 ARTICLE 8 - TIME

- A. Add the following subparagraph:
  - 1. 8.1.5: Contract Time is identified in Document 004100 Bid Form.

## 2.03 ARTICLE 11 - INSURANCE AND BONDS

- A. Add to subparagraph 11.1.2 as follows:
  - 11.1.2: Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements:
    - a. Comprehensive General Liability including:
      - 1) Premises/Operations:
      - 2) Products/Completed Operations;
      - 3) Contractual:
      - 4) Independent Contractors;
      - 5) Owner/Contractor Protective;
      - 6) Broad Form Property Damage;
      - 7) Personal Injury (Employment Exclusion deleted)
    - b. Combined single limits for bodily injury and property damage:
      - 1) Each occurrence: \$\$1,000,000
      - 2) Aggregate: \$2,000,000
    - c. Products and Completed Operations to be maintained for one year after final payment.
    - d. Comprehensive Automobile Liability:
      - 1) Including owner, hired and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.
      - 2) Bodily injury and property damage combined single units
        - (a) Each occurrence \$1,000,000
    - e. Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation Law):
      - 1) Worker's Compensation: according to statute.
      - 2) Employer's Liability: \$1,000,000
- B. Delete the second sentence in subparagraph 11.1.3 and insert as follows:

- 1. 1.1.3: Certificate(s) of issuance provided to attest to coverages shall specifically cite each element of coverage and not less than limits set forth in subparagraph 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, Insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in 11.1.4. The term "Commercial General Liability" shall mean all of the coverages listed in 11.1.2.1.a, unless specifically noted otherwise in the certificate.
- C. Add subparagraph 11.1.4 as follows:
  - 1. 11.1.4: Contractor shall notify Owner in writing of changes in coverage or carrier not later than ten (10) days after notification of Contractor by Producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are cancelled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior to written notice to certificate holder named therein.
- D. Add subparagraph 11.3.4 as follows:
  - 1. 11.3.4: Contractor shall maintain an umbrella policy in the amount of not less than \$2.000.000.
- E. Add subparagraph 11.5.3 as follows:
  - 1. 11.5.3: The bond value requirements are as follows:
    - a. 100 percent Performance Bond on AIA A312.
    - b. 100 percent Payment Bond on AIA A311.
    - c. Deliver bonds within 7 days after execution of the Contract.

#### **END OF SECTION**