

## SECTION 00800 - SUPPLEMENTARY CONDITIONS

### REQUIREMENTS:

Where any article of General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

### SUPPLEMENTARY CONDITIONS:

#### ARTICLE 1 - GENERAL PROVISIONS

1.2.4 Add the following paragraph:

In the event of any inconsistency between the Agreement and the General Conditions of the Contract for Construction, the terms of the Agreement shall govern. In the event of conflicts, discrepancies or inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the Architect's interpretation of the documents shall prevail; in every case, the more expensive item or method specified or shown shall be figured over any less expensive one. Written dimensions shall be used rather than determined by scale or rule.

1.2.5 Add the following paragraph:

Material and equipment incorporated into the project, which by their nature, are governed by OSHA regulations, shall conform to said OSHA regulations, for both manufacture and installation. If, during the progress of the work, it is discovered that installation does not conform to said OSHA regulations, the Contractor shall take such steps as necessary to comply, at no additional cost to the Owner or Architect.

#### ARTICLE 2 - OWNER

2.2.5 Delete in its entirety and substitute the following:

Contractors shall purchase and/or reproduce sets of Bidding Documents (Project Manuals and Drawings) at their own expense.

#### ARTICLE 3 - CONTRACTOR

3.4.4 Add the following paragraph:

Asbestos-Free Product Installation

1. It is hereby understood and agreed that no product and/or material containing

asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Contractor or his employees, agents, Subcontractors, or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign a certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

2. The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of clause 3.4.4.1.
3. The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner and Architect.

3.12.7 Delete Paragraph 3.12.7 in its entirety and insert the following paragraph in its place:

No portion of the work requiring submission of a Shop Drawing, Product Data or Samples shall be commenced until the submittal has been reviewed by the Architect as provided in Subparagraph 4.2.7. All such portions of the work shall be in accordance with submittals that have been reviewed by the Architect/Engineer.

3.12.8 Delete Paragraph 3.12.8 in its entirety and insert the following paragraph in its place:

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data or Samples under Subparagraph 4.2.7, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's review thereof.

#### ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1.2 Delete the word "Contractor" from Section 4.1.2.

4.1.3 Delete the words "agreement wherein the Contractor has no reasonable objection and" from Section 4.1.3.

4.3.10 Delete Section 4.3.10.

4.5.4 Add the following paragraph:

The Owner reserved the right to require that any mediation hearing be held in the general area where the Owner's principal place of business is located. The Owner and Contractor further agree to include similar mediation provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for non-binding mediation as the primary method for dispute resolution between the parties to those agreements. In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to the Agreement, the mediation provisions applicable to this Agreement shall be deemed inapplicable in the event the Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise.

4.6.4 Delete all but the last sentence of Section 4.6.4.

4.6.7 Add the following paragraph:

The Owner reserves the right to require that any arbitration hearing be held in the general area where the Owner's principal place of business is located. The Owner and Contractor further agree to include similar arbitration provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for arbitration as the primary method for dispute resolution between the parties to those agreements. In the event the Owner is involved in a dispute which is not subject to arbitration involving a person or entity not a party to the Agreement, the arbitration provisions applicable to this Agreement shall be deemed inapplicable in the event the Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise.

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

6.1.4 Delete Section 6.1.4.

## ARTICLE 7 - CHANGES IN THE WORK

7.3.6 In the first sentence, delete the words "a reasonable allowance for overhead and profit" and add "an allowance for overhead and profit in accordance with Clauses 7.3.10.1 through 7.3.10.6 below".

7.3.10 Add the following Subparagraph 7.3.10:

In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule. Overhead shall include Bonds, Insurance, Fringe Benefits and other similar items. No other mark-ups shall be allowed. Quotations from Subcontractors shall be attached.

.1 For the contractor, for work performed by the Contractor's own forces, 10

percent of the cost of labor payroll and material cost.

- .2 For the Contractor, for work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor's or Subcontractor involved, for work performed by that Subcontractor's or Sub-Subcontractor's own forces, 10 percent of the cost.
- .4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.

## ARTICLE 9 - PAYMENT AND COMPLETION

### 9.3 APPLICATION FOR PAYMENT

#### 9.3.1 Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

#### 9.3.1 Add the following Clauses 9.3.1.3 and 9.3.1.4 to 9.3.1:

9.3.1.3 Until the work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the work is 50 percent complete and thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety for each Application, authorize any remaining partial payments to be paid in full.

9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the work

and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent), or for other good and sufficient reasons.

9.3.4 Add the following new subparagraph 9.3.4:

Waiver of Lien: The Contractor must provide Partial Waivers of Lien from himself and from all subcontractors and suppliers with each Application for Payment. The Contractor must further provide final Waivers of Lien from himself and from all subcontractors and suppliers before final payment will be made. The waivers for suppliers and subcontractors shall cover disbursements made from the previous payment request. Lien forms may be obtained from any local office supply business.

9.3.5 Add the following new subparagraph 9.3.5:

Contractor requests for discontinuance of retainage or for final payment shall be accompanied by a properly executed copy of the "Consent of Surety". The Contractor shall cooperate with Architect, Owner and Surety in establishing the correctness of his requests. Such requests shall be made in ample time, as all necessary approvals must be secured before requests can be honored.

9.4 CERTIFICATES FOR PAYMENT

9.4.3 Add the following subparagraph 9.4.3:

ESCROW ACCOUNT FOR RETAINAGE, applicable to contracts in the amounts of \$100,000 or more, will be established in accordance with Michigan Statutes.

9.6 PROGRESS PAYMENTS

9.6.2.1 Add the following subparagraphs 9.6.2.1 & 9.6.2.2:

The Contractor, within ten (10) days of the receipt of any payment by the Owner, shall pay all Subcontractors with whom the Contractor has contracted, their share of the payment the Contractor received based upon the service performed by the Subcontractor. The Contractor shall also require each Subcontractor to make similar payment to his Sub-subcontractors. The Contractor shall furnish upon request a sworn statement or certification at the time of payment to him that the Subcontractor has received his share of the previous payment to the Contractor.

9.6.2.2 Pay applications will be due to the Owner for payment before the second Thursday of each month.

9.11 Add the following Paragraph 9.11 to Article 9:

## OWNER COST INCURRED DUE TO INCOMPLETE WORK

### 9.11.1 Add the following subparagraph 9.11.1:

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner all sums incurred and attributable to the work not being completed within the number of days stated on the bid form, including extensions of time properly granted and within 60 days after substantial completion.

## ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

### 10.2.1 Add the following Paragraph 10.2.1.4:

Interior surfaces, fixtures and equipment as a result of water damage and physical damage.

### 10.2.8 Add the following Paragraph 10.2.8:

If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated into the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damage caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

## ARTICLE 11 - INSURANCE AND BONDS

### 11.1 CONTRACTORS LIABILITY INSURANCE

11.1.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add: including private entities work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation at the same limits specified for mandatory coverage for the duration of the project;

11.1.1.2 Delete the semicolon at the end of Clause 11.1.1.2 and add: or persons or entities excluded by statue from the requirements of Clause 11.1.1.1, but required by the Contract Documents to provide the insurance required by the Clause;

11.1.1.8 Add the following at the end of clause 11.1.1.8:

Liability Insurance shall include all major divisions of coverage and be a comprehensive basis including:

1. Premises Operations (including X, C and U coverage's as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage, including Completed Operations.

11.1.1.9 Add the following paragraph 11.1.1.9:

If the General Liability coverage's are provided by a Commercial General Liability Policy on a current basis, the policy date or Retroactive Date shall pre-date the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1 to 11.1.2:

1. Workers' Compensation:
  - a) State of Michigan – Statutory limits.
  - b) Applicable Federal (e.g., Longshoremen's – Statutory limits).
  - c) Employer's Liability                   \$1,000,000 Per Accident  
  \$1,000,000 Disease Policy Limits  
  \$1,000,000 Disease Each Employee
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - a) Bodily Injury:                           \$1,000,000 Each Occurrence  
  \$2,000,000 Aggregate
  - b) Property Damage:                    \$1,000,000 Each Occurrence  
  \$2,000,000 Aggregate
  - c) Products and Completed Operations to be maintained for two years after final payment:

- d) Property Damage Liability Insurance shall include completed operations:
- 3. Contractual Liability:
  - a) Bodily Injury: \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate
  - b) Property Damage: \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate
- 4. Personal Injury, with Employment Exclusion Deleted:  
\$1,000,000 Aggregate
- 5. Business Auto Liability (including owned, non-owned and hired vehicles):
  - a) Bodily Injury \$1,000,000 Each Person
  - b) Property Damage: \$1,000,000 Each Occurrence
- 6. Umbrella Excess Liability:
  - a) Over Primary Insurance \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

END OF SECTION 00800