

SECTION 00800 - SUPPLEMENTARY CONDITIONS

Form of Contract shall be AIA Document A107, Abbreviated Form of Agreement between Owner and Contractor (1987 Edition and AIA Document A107).

1. GENERAL CONDITIONS, ARTICLE 17, INSURANCE AND BONDS

Add the following to Article 17.

- A. Both the Owner and Architect shall be named as Additional Insured on all Contracts or Policies.
- B. The Contractor's Insurance Company shall give the Owner a Waiver of Subrogation in favor of Owner and Architect.

Add the following to 17.1

The Contractor shall carry insurance in at least the following limits:

- .1 Statutory Workers' Compensation, Employer's Liability, not less than \$100,000.
- .2 Comprehensive General Liability with extended coverage for explosion, collapse and underground hazards (XCU), Contractual, Products, Contractors' Protective, (or Independent Contractor), Completed Operation, Personal Injury, Broad Form Property Damage, and the Additional Interest of Employees.

Bodily Injury Limits: \$1,000,000 each occurrence,
\$1,000,000 aggregate.

Property Damage Limits: \$1,000,000 each occurrence,
\$1,000,000 aggregate.

Personal Injury Limits: \$1,000,000 aggregate.

- .3 Automobile Liability, including owner, non-owned and hired automobiles. Automobiles of subcontractors and material suppliers must have this same protection.

Bodily Injury Limits: \$500,000 each occurrence, \$1,000,000 aggregate.

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Property Damage Limits: \$1,000,000 each occurrence.

- .4 Excess Umbrella Liability: \$5,000,000 each occurrence,
\$5,000,000 aggregate.

2. DAMAGE TO EXISTING BUILDING

The Contractor is to take all necessary and reasonable steps to protect those portions or elements of the building which are not included in the work, and is to repair any damages at his own expense. All such repairs must be accepted by the Architect prior to final payment.

3. PROGRESS PAYMENTS

The Contractor is to make requests for payment on the first day of the month on A.I.A. Document G. 702, "Application for Certificate of Payment". Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract for the period ending the last day of the month as follows:

Ten percent (10%) retainage shall be held throughout the entire project.

4. SMOKING

No smoking will be allowed anywhere in or on the building or on any staging. Smoking is permitted when 50 feet from the building.

5. FIRE PROTECTION

Fire protection shall be the exclusive responsibility of the Contractor.

6. GUARANTEE

The General Contractor is to guarantee the entire job, including all materials and workmanship, for a period of two (2) years from the date of substantial completion.

7. PERMITS AND INSPECTIONS

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The Contractor shall obtain all required permits, licenses, certificates, and inspections, both permanent and temporary, and shall make all necessary arrangements with utility companies to properly execute the work.

8. CHANGES IN THE WORK

The Owner without invalidating the contract may order extra work or make changes by altering, adding to, or deducting from the work and the contract sum shall be adjusted accordingly. All such work shall be executed under conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Owner shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise no extra work or change shall be made unless pursuant of written order signed by the Owner and no claim for an addition to the contract sum shall be valid unless so ordered.

9. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor shall be adjudged bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or equipment, or should fail to make prompt payments to sub-contractors or for material or labor or persistently disregard laws, ordinances, or the instruction of the Owner or otherwise be guilty of a substantial violation of any provision of the contract, the Owner without prejudice to any other right of remedy and after giving the Contractor seven (7) days notice may terminate this contract, or may terminate that authority of the Contractor to continue work and make take possession of the premises, and all of the materials, tools, equipment and appliances thereon, and finish the work by whatever method the Owner deems expedient.

10. CLEANING UP

The Contractor shall at all times keep the premises free from an accumulation of waste or debris, and at the end of each work day leave the area broom clean.

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11. FINAL CLEANING

- A. "Clean" for the purpose of this Article shall be interpreted as meaning the level of cleanliness generally provided by careful sweeping with a broom.
- B. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
- C. Site: Unless otherwise directed by Owner, broom clean paved areas on the site and public paved areas adjacent to the site. Completely remove resultant debris.

12. ASSIGNMENT

The Contractor shall not assign the contract nor any part thereof or sublet it nor any part thereof, or assign any moneys due or to become due to him thereunder without previous written consent of the Owner.

13. SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall give his personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof, without the previous written consent of the Owner and shall not either legally or equitably, assign any of the moneys payable under this agreement, or his claim thereto, unless by and with the written consent of the Owner. He shall be responsible for the acts and omissions of his sub-contractors, if any, and of all persons directly or indirectly employed by him or them in connection with the work.

The Contractor shall notify the Owner, as soon as practicable after the execution of the contract, the name and address of each sub-contractor he intends to employ, the portion of the work which the sub-contractor is to do, and such other information the Owner may require in order to ascertain whether the sub-contractor is reliable and able to perform the work.

The Owner or its Agents will make periodic payments to the Contractor only, regardless of the fact that the Contractor employs one or more sub-contractors. It shall be the Contractor's responsibility to determine the amount of work that is payable to his sub-contractors and the Owner frees itself of all such responsibility.

The Contractor shall direct the attention of his sub-contractors to the requirements of Article 3 regarding insurances.

14. WORK WEEK

The Contractor and subcontractors: 7:00 am until 5:00 pm or as dictated by town ordinance. If special programs are to be held during normal working hours, contractor shall cease operations during those times. The Owner shall attempt to give the contractor 36 hour notice. The Contractor shall not work on Sundays or holidays without receiving permission in writing from the Owner.

15. CERTIFICATE OF INSURANCE

The successful bidder must submit to the Owner, before work is started, a Certificate of Insurance from an Insurance Company licensed to underwrite and sell insurance in the Commonwealth of Massachusetts stating that the Contractor is covered in the amounts as specified in Article 1 of these Supplementary Conditions.

16. INSURANCE DEDUCTIBLES

The Contractor shall pay for any insurance deductibles resulting from claims filed in conjunction with this project. This shall apply regardless of whether the claim was paid by the Owner or Contractor's insurance carrier.

END OF SECTION 00800