

SECTION 00 60 10 SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Both the AIA General Conditions and the following Supplementary General Conditions are made a part of the Contract and apply, as applicable, to all Contractors and Subcontractors of this Project. These Supplementary General Conditions contain changes and additions to the A201, AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.
- B. The following Supplements and Modifications to the "General Conditions of the Contract for Construction" (AIA Document A201-2007) take precedence over the portions thereof which they supplement and/or modify.
- C. INDEX TO ARTICLES, A201-2007
 - 1. GENERAL PROVISIONS
 - 2. OWNER
 - 3. CONTRACTOR
 - 4. ARCHITECT
 - 5. SUBCONTRACTORS
 - 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 - 7. CHANGES IN THE WORK
 - 8. TIME
 - 9. PAYMENTS AND COMPLETION
 - 10. PROTECTION OF PERSONS AND PROPERTY
 - 11. INSURANCE AND BONDS
 - 12. UNCOVERING AND CORRECTION OF WORK
 - 13. MISCELLANEOUS PROVISIONS
 - 14. TERMINATION OF SUSPENSION OF THE CONTRACT
 - 15. CLAIMS AND DISPUTES

1.2 ARTICLE 1 - GENERAL PROVISIONS

- A. Basic Definitions. Add the following paragraphs:
 - 1. The term "Surety" refers to any firm or corporation that has executed as surety the Contractor's Performance, Labor and Material Payment, and Maintenance Bonds.
 - 2. The term "provide" and/or the term "furnish" shall mean furnish and install.
 - 3. The term "punch" when used in terms of a list shall mean labor, materials, and equipment requiring correction and/or completion.

13 NOVEMBER 2023

4. When the words "approved", "or approved equal", "or equal", "satisfactory", "as directed", or other words of similar character are used, "by the Architect" is also to be understood.
5. The Architect reserves the right to delegate jurisdiction over engineering matters to structural, mechanical, electrical, or other Engineers and Consultants associated with him on this Project.
6. When the word "remove" is used, it shall mean remove from the Project site, unless otherwise directed.

B. Execution, Correlation and Intent

1. The Contractor shall examine all Contract Documents, including the Drawings and Specifications for all Contracts, noting particularly all requirements that will affect his work in any way. Failure of the Contractor to fully acquaint himself with the amount and nature required to complete the Contract, in conformity with all requirements for the Project as a whole, will not be considered subsequently as a basis for extra compensation.

C. Interpretation

1. A list of abbreviations applicable to this Project is listed in Division 1, under the section entitled "Standard References and Abbreviations". Where a typical or representative detail is shown on the Drawings, it shall constitute the standard of workmanship and materials throughout like portions of the Project, and where necessary said details shall be adapted to like portions of the building and/or Project, subject to approval of the Architect.
2. Should contradictory requirements occur between one document and another, the following method shall be used to determine procedures:
 - a. Agreement over the Specifications.
 - b. Specifications over the Drawings.
 - c. Large scale drawings over small-scale drawings.
3. The Drawings shall not be scaled for dimensions, but figures dimensions shall be followed at all times. If figures are lacking on the Drawings, the Architect will supply them upon request of the Contractor.
4. No responsibility, either direct or implied, is assumed by the Architect for omissions or duplications by the Contractor or his Subcontractors due to real or alleged errors in arrangement of matters in the Specifications or in arrangement of the Drawings.
5. All Contractors shall coordinate their work with all adjacent work and shall cooperate with all trades so as to facilitate the general progress of the Work.
6. The cost of any changes in construction due to improper checking and coordination by the Contractor must be paid for by that Contractor who shall be responsible for all additional costs, including coordination.

1.3 ARTICLE 3 - CONTRACTOR

A. Supervision and Construction Procedures

13 NOVEMBER 2023

1. Each Contractor shall commence work on the scheduled date established and agreed upon by the Contractor and must fully complete all work included in his Contract on or before the scheduled date of completion.
 2. The cost of any changes in construction due to improper checking and coordination by the Contractor must be paid for by that Contractor and said Contractor shall be responsible for all additional costs, including coordination.
 3. The Contractor shall verify all grades, lines, levels, and dimensions, indicated on the Drawings, and shall report all inconsistencies to the Architect before commencing work.
- B. Labor and Material
1. The Contractor shall comply with the Pennsylvania Prevailing Wage Act. The applicable wage rate determinations are provided as part of the Contract Documents."
- C. Allowances
1. Delete Subparagraph 3.8.2 of the AIA General Conditions including .1, .2, .3, and .4 in its entirety.
- D. Superintendent
1. The Contractor shall employ a competent Superintendent and necessary assistants who shall represent the Contractor continuously at the Project site during the entire progress of the work. The superintendent shall be in charge of all contract operations and shall be satisfactory to the Architect and shall not be changed or removed except with the written consent of the Architect, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ.
 2. The Superintendent will assist the Architect in conducting inspections to determine the Dates of Substantial Completion and final completion, and will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor.
- E. Documents and Samples at the Site
1. Changes made during construction shall be noted in a legible, contrasting color pencil on the Drawings. All such drawings and other documents shall be hand delivered to the Architect for record purposes upon completion of the Work.
- F. Shop Drawings, Product Data and Samples
1. A total of five (5) copies of Shop Drawings shall be submitted by the Contractor for each item requiring Shop Drawings.
- G. Use of Site
1. Damage to roads or other features on the grounds and/or adjacent to the site, resulting from hauling, storage of materials, or other activity connected with the Work, shall be repaired by the Contractor, at his expense, to the

13 NOVEMBER 2023

existing standard of quality prior to start of the Work, to the satisfaction of the Architect and the local authority having jurisdiction over the roadways.

2. Clean up of access routes shall be immediately accomplished by the responsible contractor upon direction of the Superintendent.

H. Cutting and Patching

1. Cutting shall be kept to a minimum with no cutting allowed which will adversely affect the building structurally or architecturally. All cutting shall be done with prior approval from, and under the direction of the Architect. This work shall also be performed under the supervision of the Superintendent.
2. Unless otherwise specified or noted on the Drawings, each Contractor shall patch all cutting under his Contract done on the Project. If any patching, regardless of the area, is necessary by reason of neglect, errors, omissions, or defects of material or labor, the trade responsible for this patching work shall bear all costs in connection therewith. All patching work shall be done in a neat workmanlike manner, performed with materials of equal quality to existing construction and shall be subject to the approval of the Architect.

1.4 ARTICLE 8 - TIME

A. Delays and Extensions of Time

1. Request for extension in the Contract Time shall be submitted in writing to the Architect not more than seven (7) days after the commencement of the delay, otherwise, it shall be waived. The request shall contain, as a minimum, the following information:
 - a. Date of start of delay
 - b. Specific cause of delay
 - c. Effect of delay on construction progress
 - d. Date of termination of delay
 - e. Statement of bond and surety concurring in request for extension in the Contract Time
 - f. Evidence of notification of this request having been given to the Owner and Architect
 - g. Evidence of notification of this request having been given to all Contractors engaged on the Project and their concurrence to such extension of time
2. Temporary delays on the Work due to seasonal inclement weather shall not be considered as sufficient cause for extension of time unless weather presents a hazard to the health and welfare of the employees of the Contractor.
3. The Architect and Owner will not be liable to any Contractor engaged on this Project in any manner for any expenses, damages, loss of profits, anticipated or otherwise, or any other charges whatsoever arising out of an extension in the Contract Time for the Work of either this Contractor or any Subcontractor

13 NOVEMBER 2023

engaged on this Project arising out of any hindrance or delay from any cause whatsoever in the progress of the Work, whether such hindrance or delay be avoidable or unavoidable.

1.5 ARTICLE 9 - PAYMENTS AND COMPLETION

A. Application for Payment

1. Application for Payment must be submitted on AIA Documents G702, "Application and Certificate for Payment" and G703, "Continuation Sheet".
2. The Schedule of Values shall be prepared in such a manner that each major items of work and each subcontracted item of work is shown as a single line item of AIA Documents G702 and G703.

B. Certificates for Payment

1. Delete Subparagraph 9.4.1 of the AIA General Conditions and substitute the following:
2. Not more than once each month, payments shall be made by the Owner as follows:
 - a. The Contractor shall be paid 90% of the earned sum when payment is due, and 10% shall be retained to assure faithful completion of the performance of the Contract. When the Contract is 50% completed, one-half of the amount retained by the Owner shall be returned to the Contractor, provided that the Architect approves an appropriate application for payment, that the Contractor is making satisfactory progress, and that there is no specific cause for greater withholding. The sum or sums withheld by the Owner from Contractor after the Contract is 50% completed shall not exceed 5% of the value of the completed work based on monthly progress payment requests; provided, however, that in the event a dispute arises between the Owner and any prime contractor, which dispute is occasioned by delays or other actions of another prime contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify the Owner against such claim. However, all such moneys retained by the Owner may be withheld from the contractor until substantial completion of the Contract.

C. Decisions to Withhold Certification

1. Persistent failure to carry out the Work in accordance with the Project Schedule.

D. Progress Payments

1. In the absence of good and sufficient reasons, within twenty (20) days of the receipt of payment by the Contractor, the Contractor shall pay all

13 NOVEMBER 2023

Subcontractors with whom he has contracted their earned share of the payment the Contractor received.

E. Final Completion and Final Payment

1. Within thirty (30) days of receipt of the Contractor's request for final inspection and application for final payment, the Architect shall conduct a final inspection. If the work is substantially completed, the Architect shall issue a certificate of completion and a final certificate for payment, and the Owner shall make payment in full within forty-five (45) days thereafter, except in the event of a dispute as described in Subparagraph 9.4.1, less only one and one-half times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the Architect and upon receipt of the Owner of any guarantee bonds which may be required by the Contract Documents to insure proper workmanship for a designated period of time. The certificate given by the Architect shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of minor items shall be paid forthwith upon completion of the items in the certificate of the Architect.

1.6 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

- A. Those portions of the Work called for by schedule of finishes to be exposed and found to be damaged during the course of construction shall be repaired or replaced to the satisfaction of the Architect, and at no additional cost to the Owner. When welding and/or cutting by means of torch, adequate precautions shall be taken to protect against fire and against any other damage to adjoining materials and work of others. Suitable fire protection equipment shall be on hand under such circumstances at all times.
- B. Combustible equipment and materials shall be stored outside the building until ready for installation, and fire extinguishers shall be available by the Contractor at the storage locations. Under no circumstances will open fires be permitted within the building or on the Project site.
- C. No Contractor shall cut away any part of the structure, dig under any foundations or into any walls, or other parts, or in any case allow the same to be done without the full knowledge of the Superintendent and the written consent of the Architect, and each Contractor shall be held responsible for any damage resulting from any violations of the provisions of this clause. Excavation under foundations must be backfilled with concrete by and at the expense of the Contractor requiring such excavation.

1.7 ARTICLE 11 - INSURANCE AND BONDS

- A. Contractor's Liability Insurance

13 NOVEMBER 2023

1. The insurance required by Subparagraph 11.1.1 shall be written for the following types and amounts and shall include contractual liability applicable to the Contractor's obligations under Article 3, Paragraph 3.18:
 - a. For the duration of this Contract, Contractor shall maintain Statutory Workmen's Compensation and shall maintain Employer's Liability Insurance with minimum limits of not less than \$100,000.00. Contractor shall require Subcontractors to provide Workmen's Compensation and Employer's Liability Insurance with the same minimum limits.
 - b. For the duration of this Contract, Contractor shall maintain Comprehensive General Liability Insurance including Completed Operations Liability and Contingent Liability for Operations of any and all subcontractors with minimum personal injury limits of not less than \$1,000,000.00 for each person and not less than \$1,000,000.00 for each accident. He shall maintain Property Damage Insurance with minimum limits of not less than \$500,000.00 for each accident and not less than \$1,000,000.00 aggregate. The policy shall include Contractor's Protective Liability Insurance with the same maximum limits. Contractor shall require subcontractors to provide Comprehensive General Liability Insurance with the same limits. The certificates of insurance or copies of policies submitted in lieu thereof must contain a statement that blasting, explosion, collapse, and underground damage are included with respect to property damage.
 - c. For the duration of this Contract, Contractor shall maintain Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for personal injury not less than \$500,000.00 for each person and not less than \$1,000,000.00 for each accident and property damage minimum limits of not less than \$1,000,000.00. Contractor shall require Subcontractor to provide Comprehensive Automobile Liability Insurance with same minimum limits.
 - d. Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and until the Owner and Architect have verified such insurance. Contractor shall not allow any Subcontractor to commence work until all similar required insurance has been obtained and verified. Verification of the insurance by the Owner and Architect shall not relieve or decrease the liability of the Contractor hereunder. Certificates of insurance shall be filed with the Owner and Architect prior to commencing work. Failure to furnish either satisfactory insurance or the required certificates within ten (10) days of "Notice to Proceed" shall not be considered cause for modification of any contractual time limits.
 - e. The required insurance must be written by a company licensed to do business in the State of Pennsylvania at the time the policy is issued. In addition, the company must be acceptable to the Owner.
 - f. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced,

13 NOVEMBER 2023

restricted or limited until 30 days after the Owner has received written notice as evidence by return receipt of registered or certified letter. Certificates of insurance shall contain transcripts from the proper office of the insurer, evidencing in particular the extent of the insurance applied, the expiration date, and the above-mentioned of cancellation clause.

- g. Builder's Risk Insurance Coverage: Until the Project is completed and is accepted by the Owner, the Contractor shall maintain Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent basis on the insurable portion of the Project for the benefit of the Owner, each Contractor, and all subcontractors as their interests may appear. The policy shall include an endorsement permitting occupancy upon partial completion and making any loses adjustable with any payable to the Owner in behalf of all insured parties. The Contractor shall not include any costs for the Builder's Risk Insurance (Fire and Extended Coverage) premiums during construction.

- B. Delete Subparagraph 11.3.7 of the AIA General Conditions in its entirety:

1.8 ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. Interest

- 1. No allowance for interest shall be made with respect to progress payments prior to substantial completion. The final payment due the Contractor after the Architect has certified substantial completion of the work shall bear interest at a rate of ten (10%) percent per annum, such interest to begin to accrue from the date such payment shall become due and payable to the Contractor; provided, however, that where the Owner has issued bonds to finance the project to which the work related, interest shall be payable to the contractor at the rate of interest of the bond issue or at the rate of ten (10%) percent per annum, whichever is less, in accordance with Pennsylvania Act 200 of 1982

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 60 10