DOCUMENT 00 7300

SUPPLEMENTARY CONDITIONS

A. Related Documents:
   1. Document 00 7200 - General Conditions.
   2. Division 01 - General Requirements.

1.2 GENERAL

A. The following supplements modify, delete from, or add to the General Conditions referenced above.

B. Where provisions of the General Conditions are modified, unaltered provisions remain in effect.

1.3 SUPPLEMENTS

A. Article 1 - General Provisions:

1. Add Subparagraph 1.1.9:

   1.1.9 The term "product" includes materials, systems, and equipment.

2. Add Subparagraph 1.1.10:

   1.1.10 The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, erection, placement or similar requirements.

3. Add Subparagraph 1.1.11:

   1.1.11 The term "install" means to unload, unpack, assemble, erect, place, finish, protect, adjust, and clean, or similar requirements.

4. Add Subparagraph 1.1.12:

   1.1.12 The term "provide" means to furnish and install.

B. Article 9 - Payments and Completion:

1. Add Subparagraph 9.6.8:

   9.6.8 Until final payment, the Owner will retain 10 percent of the amount due the Contractor in progress payments. Upon Substantial Completion, retainage will be reduced to 5 percent.

C. Article 10 - Protection of Persons and Property:

1. Add Paragraph 10.3.7:

   10.3.7 The Contractor shall not knowingly use any materials containing asbestos or other known hazardous materials in the Work.

D. Article 11 - Insurance and Bonds:

1. In Subparagraph 11.1.1, following the word "located", add "and against whom the Owner has no reasonable objection."

2. Add the following to the end of Subparagraph 11.1.3: "The form of the Certificate of Insurance shall be acceptable to the Owner.

3. Add Subparagraph 11.1.5:

11.1.5 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

.1 Premises-Operations including X, C and U coverages 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."

4. Add Subparagraph 11.1.6:

11.1.6 See Section 00-1300 for insurance coverage requirements.

5. Modify the first sentence of Subparagraph 11.3.1 as follows: Delete "Unless otherwise provided, the Owner"; substitute "The Contractor."

6. Delete Subparagraph 11.4.1; substitute the following:

11.4.1 Furnish to Owner performance bond and labor and material payment bond, each equal to the amount of the Contract Sum, with approved surety, covering faithful performance of Contract and payment of obligations incurred in performance of Contract and also for use and benefit of parties who may become entitled to liens under the Contract according to provisions of laws of the State in which the project is located. The form of the bonds shall be acceptable to Owner.

.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date of execution of the Owner-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

E. Article 13 - Miscellaneous Provisions:

1. Add Paragraph 13.8:

13.8 Equal Opportunity

13.8.1 The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.2 The Contractor and Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will

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receive consideration for employment without regard to race, religion, color, sex, or national origin.]

F. Article 15 - Claims and Disputes:

1. Add Paragraph 15.1.5.3:

15.1.5.3 Extensions of time because of inclement weather will be considered only for the following conditions at the site:

.1 Precipitation, defined as 0.1 inch or more of rain, snow, or ice, exceeds the mean for that month as published by the National Oceanic and Atmospheric Administration for the closest reporting station to the Project.

.2 Freezing weather, defined as a high daytime temperature of 32 degrees F or below, exceeds the mean for that month as published by the National Oceanic and Atmospheric Administration for the closest reporting station to the Project.

.3 Sustained winds exceed 25 MPH.

.4 Mud.

.5 Standing snow of 1 inch or more.

.6 Claims shall be in whole or half day increments. If both precipitation and freezing weather exceed the norm for any given day, only one day will be counted.

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