

SECTION 00800

SUPPLEMENTARY CONDITIONS

1.01 SUPPLEMENTS

- A. The following supplements modify, change, delete from or add to the “General Conditions of the Contract for Construction”, AIA Document A201, 2007 Edition.
- B. Where an article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

1.02 REFERENCE TO DIVISION 1

- A. Where certain provisions of the General Conditions relate to project administrative or work-related requirements of the contract, these provisions are supplemented or modified in Division 1, General Requirements, of the Specifications.

- B. These modifications pertain to, but are not limited to the following paragraphs of the General Conditions:

3.10 Progress Schedule
Refer to Section 01310

3.11 Documents and Samples at the Site
Refer to Section 01340

3.12 Shop Drawings
Refer to Section 01340

3.13 Use of the site
Refer to Section 01010

3.15 Cleaning Up
Refer to Section 01710

9.2 Schedule of Values
Refer to Section 01370

ARTICLE 1 - GENERAL PROVISIONS

- 1.1.1 The following Documents shall be a part of the Contract:

- a. Invitation to Bid
- b. Instructions to Bidder

1.1.4 THE PROJECT

The term “Project” refers to construction work which is contemplated under the Drawings and Specifications for_____.

1.1.5 THE DRAWINGS

The term “Drawings” means the drawings enumerated in the List of Drawings - Section 00860.

1.1.6 THE SPECIFICATIONS

The term “Specifications” means the CONTRACT FORMS, CONDITIONS OF THE CONTRACT, GENERAL REQUIREMENTS, AND CONTRACT SPECIFICATIONS as enumerated in the Table of Contents.

- 1.2.1 Add the following:

Should the bidder find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, he shall at once notify the Architect/Engineer, who will issue written addenda to all bidders. In the event a conflict should occur between Contract Documents which would alter the contract amount, it will be the Contractor’s responsibility to notify the Architect/Engineer before submitting the bid.

- 1.2.3 Add the following:

The Word “provide” means “to furnish and install.”

Add the following to Subparagraphs 1.2.4:

- 1.2.4 If in the opinion of the Contractor or any Subcontractor, any Work is indicated on Drawings or is specified in such manner as will make it impossible to produce Work of a first-class quality, or should discrepancies appear between Drawings and the Technical specifications, the Contractor, or the Subcontractor through the Contractor, shall refer this matter to Architect/Engineer for interpretation before proceeding with Work. If the Contractor or Subcontractor fails to make such reference, no excuse will thereafter be considered for failure to carry out Work in a satisfactory manner. Should a conflict occur in or between Drawings and the Technical Specifications, Contractor or Subcontractor shall perform the Work in accordance with the Architect/Engineer's interpretation of the intent of the documents unless he shall have asked for and obtained a decision, in writing, from the Architect/Engineer before submission of proposals, including Subcontractor's proposals, as to which method or materials will be required.

Add the following to Subparagraphs 1.4.1

- 1.4.1 For brevity, certain phrases in the Contract Documents are understood. Unless specifically stated as an obligation of the Owner, it is understood to be an obligation of the Contractor. Where phrases such as: "as selected", "as approved" are used, the following phrase "by the Owner, or by the Architect/Engineer acting for the Owner" is understood. Where phrases such as "or equal," "approved equal," are used, the following phrase "as determined by the Owner, or the Architect/Engineer acting for the Owner," is understood.

ARTICLE 2 - OWNER

Add the following Subparagraph:

- 2.1.3 The "Owner" or "Owners" refers to the Board of Trustees acting on behalf of Eastern Illinois University, Charleston, Illinois 61920.

ARTICLE 3 - CONTRACTOR

Add the following Subparagraphs:

- 3.1.4 Only one Contractor is recognized as a party to the Contract; and where the term "Contractor" or "General Contractor" is used, the Contractor who signed the Contract documents is referred to. The Technical Specifications have been divided into separate Divisions and Sections to cover the various trades represented in the Work; and where "Subcontractors" are referred to, it is only for convenience.
- 3.1.5 The codes and ordinances are as adopted by Eastern Illinois University.

Add the following Subparagraph:

- 3.6.1 3.6.1 shall be the first paragraph.
- 3.6.2 Add the following to Subparagraphs 3.6.2
- 3.6.2 Sales Tax Exemption
- .1 Owner is a tax exempt organization and is exempt from sales tax on products permanently incorporated in the Work.
- .2 Upon making purchases, Contractor shall certify in writing, on the invoice or sales ticket copy to be retained by the vendor that the purchases are made for and in behalf of Eastern Illinois University.
- .1 Furnish copies of invoices or sales tickets to the Owner.
- .2 Provide separate amounts for labor and materials on monthly payment requests.

Delete Paragraph 3.18 in its entirety and substitute the following:

- 3.18 Indemnification
- 3.18.1 The General Contractor shall be bound by the indemnification provisions as hereinafter set forth:
- 3.18.1.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner and the Architect/Engineer and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

- 3.18.1.2 In any and all claims against the Owner or the Architect/Engineer or any of their agents or employees and consultants by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 3.18.1.3 Claims, damages, losses and expenses, as these words are used in this Agreement, shall be construed to include but not limited to (1) injury or damage consequent upon the failure servants or employees of any hoist, rigging, blocking scaffolding, or any and all other kinds of items of equipment, including those covered in a State Structural Work Act whether or not the same be owned, furnished or loaned by Owner, (2) all attorneys fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.
- 3.18.1.4 The obligations of the Contractor under this Agreement shall not extend to the liability of the Owner, and Architect/Engineer, their agents or employees, arising out of their negligence.

ARTICLE 5 - SUBCONTRACTORS

Add the following Paragraph 5.5:

5.5 INDEMNIFICATION

- 5.5.1 Subcontractors shall be held to the indemnification provisions of Paragraph 3.18 as applicable to the Subcontractor.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following Subparagraph 9.3.4:

- 9.3.4 The form of application for payment shall be AIA Document G702 - 2007, (notarized) Application for Certification of Payment, supported by AIA Document G703 - 2007, continuation sheet. The first payment application shall be accompanied by the Contractor's partial waiver of lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's partial waiver and by the partial waivers of Subcontractors and Suppliers who were included in the immediately preceding payment application, to the extent of that payment. Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractors, and Suppliers who have not previously furnished such final waivers.

9.6 Progress Payments

Delete Paragraph 9.6.1 and substitute the following:

- 9.6.1 After the Architect/Engineer has issued a certificate for payment, the Owner shall make payments on account of the Contract as follows:
- 9.6.1.1 The Contractor shall be paid 90 percent of the earned sum when payment is due, 10 percent being retained to assure faithful performance of the contract. After 50 percent completion has been accomplished, no further retainage shall be withheld, provided, however, that the Architect/Engineer determines that satisfactory progress is being made in the work.
- 9.6.1.2 After the work is substantially complete and the Architect/Engineer has determined that the list of items to be completed and corrected is acceptable, the retention shall be adjusted so that the sum has a direct relation to the value of the work included on the list.

9.7 FAILURE OF PAYMENT

- 9.7, lines 1, 2 & 3 – Delete and replace with “If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor pursuant to the Illinois State Prompt Payment Act, the amount certified by the Architect, then the Contractor may.”

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Add the following to Subparagraph:

- 10.2.3.1 All construction sites shall be fully enclosed with fence to prohibit access by the general public. Fence shall be a minimum of 6 feet high and shall be self-supporting.
- 10.2.6.1 The person designated by the Contractor as responsible for prevention of accidents shall hold regularly scheduled meetings with representatives of Subcontractors, and in the event of separate contracts, hold meetings with other Contractors, to promote compliance with governing safety regulations.

10.3 HAZARDOUS MATERIALS

10.3.3, line 1 – Delete phrase “To the fullest extent permitted by law, the Owner shall indemnify and hold harmless” and insert “The Owner shall insure “

10.3.3, line 8 – Delete word “indemnify” and insert “coverage. Owner’s obligations to contractor under this paragraph are limited to the extent required by law and no waiver of Owner’s sovereign immunity is intended by this or any other paragraph.”

10.3.5, line 1 – Delete word “indemnify” and insert “be responsible to” and add at the end of the sentence “to the extent required by law provided that no waiver of Owner’s sovereign immunity is intended by this or any other paragraph.”

10.3.6, line 3 – Delete word “indemnify” and insert “be responsible to” and add at the end of the sentence “to the extent required by law provided that no waiver of Owner’s sovereign immunity is intended by this or any other paragraph.”

ARTICLE 11 - INSURANCE AND BONDS

Delete Paragraph 11.1.1 and substitute the following:

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the state in which the Project is located, such insurance as will protect him, the Owner, and Architect/Engineer, and independent Consulting Engineers, from claims set forth below which may arise out of, or result from, the Contractor’s operations under the Contract, whether such operations be by himself, or by any of them, or by anyone for whose acts any of them may be liable. (Subparagraphs .1 through .8 shall remain unchanged.)

Add the following Sub-subparagraph:

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

1. Pre-operations
2. Independent Contractor’s Protective
3. Products and Completed Operations
4. Contractual, including specified provisions for the Contractor’s obligations under Paragraph 3.18
5. Owned, non-owned and Hired Vehicles
6. Broad Form Coverage for Property Damage
7. Personal Injury

11.3 PROPERTY INSURANCE

11.3.9, line 5 – Delete the word “binding”

11.3.10, line 4 – Delete the word “binding”

11.3.10 Delete last sentence

11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Paragraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract Sum as security for the faithful performance of this Contract and also a one hundred percent (100%) Labor and Material Payment Bond, as security for the payment of all persons performing labor on the Project under this contract and furnishing materials in connection with this Contract.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1, Line 1 - Insert the following after the phrase “within one year” - “, or the time period established in the Contract Documents,”

12.2.2.1, Line 7 - Insert the following after the phrase “During the one year period” - “, or the time period established in the Contract Documents,”

12.2.2.2, Line 1 - Insert the following after the phrase “The one year period” - “, or the time period established in the Contract Documents,”

12.2.2.3, Line 1 - Insert the following after the phrase “The one year period” - “, or the time period established in the Contract Documents,”

12.2.5, Line 2 - Insert the following after the phrase “Establishment of one year period” - “, or the time period established in the Contract Documents,”

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1 Delete the phrase “except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4”.

13.6 INTEREST

13.6 – Add to the end: “Interest shall be paid pursuant to the Illinois State Prompt Payment Act.”

ARTICLE 15 CLAIMS AND DISPUTES

15.2 INITIAL DECISION

15.2.5, Line 5 - Delete the phrase “and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution”.

15.4 ARBITRATION

DELETE 15.4 in its entirety.

END OF SECTION