

## SECTION 007300 - SUPPLEMENTARY CONDITIONS

### PART 1 - GENERAL

#### Document Includes

The following supplements modify, rescind, supplement, and take precedence over the General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, referenced in Document 007200 - General Conditions of the Contract Documents. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### ARTICLE 1 - GENERAL PROVISIONS

Add Section 1.1.9 as follows:

#### **1.1.9 MISCELLANEOUS DEFINITIONS**

- .1 Where the words "equal", "approved equal", "equivalent", "satisfactory", "directed", "designated", "selected", "as required", and words of similar meanings are used, the written review, comment, acceptance, selection, or similar action of the Architect or Owner is required.
- .2 Where words "required" and words of similar meaning are used, it shall mean "as required to properly complete the Work and as required by the Architect or Owner", unless stated otherwise.
- .3 Where the words "provide" and "perform" are used, it is understood and intended to mean that the Contractor, at his expense, shall furnish and install the Work, complete in place and ready for use, including furnishing of necessary labor, materials, tools, equipment and transportation. These definitions apply the same to future, present and past tenses, except the word "provided" may mean "contingent upon" where such is the context.

#### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Sections 1.2.4 through 1.2.8 inclusive as follow:

- 1.2.4 In the Specification Sections, Part 1 – General, may include “Related Documents”, “Summary” and “Definitions” information contained in the Specifications. The listings are not intended to be inclusive. It shall be the responsibility of the Contractor to determine the full extent of Work that will be required for proper completion of the Project. No responsibility, either direct or implied, will be assumed by either the Architect or the Owner for omissions or duplications by the Contractor due to the

arrangement of information in the Contract Documents. It shall be the Contractor's responsibility to properly organize and coordinate such information to accomplish the Work.

- 1.2.5 Specification Sections are written in modified brief style consistent with clarity. In general, the words "the", "shall", "will", and "all" are not used. Where such words as "perform", "provide", "install", "erect", "furnish", "connect", "test", or words of similar meaning are used, it shall be understood that such words include the meaning of the phrase "(The) Contractor shall". The requirements indicated and specified apply to all Work of the same kind, class and type, even though the word "all" is not stated.
- 1.2.6 Drawings are intended to show general arrangement, design and extent of Work and are partly diagrammatic. As such, they are not intended to be scaled for measurements or to serve as shop drawings.
- 1.2.7 When reference is made in the Drawings or Specifications to industry standards, or reference type specifications, or to another part of the Contract Documents, it shall have the same force and effect as if the document, or portion referenced, is exactly repeated in the place where reference is made. Refer to Section 014200 – "References" in the Specifications for additional requirements.
- 1.2.8 Whenever the Drawings or Specifications, a material, component or piece of equipment is referred to in the singular, the reference shall be interpreted to apply to as many of such articles, devices and equipment as are required to complete the Work.

## **1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Add Section 1.5.3 as follows:

- 1.5.3 The Contractor will be furnished free of charge one (1) copy of each set of Drawings and Specifications as accepted for building permit issue by the permit authority having jurisdiction for the purpose of construction of the Work. Additional copies may be obtained by the Contractor from the Architect for the cost of reproduction, shipping and handling.

## **ARTICLE 3 – CONTRACTOR**

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

Add Section 3.2.5 as follows:

- 3.2.5 In order that any lack of clear definition of the Work, or conflicts in the Contract Documents, be identified and resolved prior to the start of construction activities, the Contractor shall submit a written report to the Architect and/or Owner within fifteen (15) days after award of Contract by the Owner. This report shall include the following statement:

"[INSERT **Contractor's name**] hereby certifies that the Drawings and Specifications for the Project have been carefully examined and sufficient time has been provided to prepare the Contract Sum. [INSERT **Contractor's name**] further warrants that to the extent that any of the provided Contract Documents required clarification in any respect, such clarification has been obtained from the Architect in writing and [INSERT **Contractor's name**] is satisfied with such responses. It is understood that the Contract Documents contemplate a finished Project of such character and quality as is described in or is reasonable inferable from them. Recognizing the impossibility of producing Drawings and Specifications with perfect accuracy, [INSERT **Contractor's name**] agrees that the Contract Time and Sum for the Work includes sufficient time (including rain delays) and cost allowances to make the Work complete and in compliance with good practice and the design intent". Contractor claims for delay due to weather conditions will not be considered or accepted.

### 3.4 LABOR AND MATERIALS

Section 3.4.1: Add the following Subparagraphs to the Section:

- .1 The Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the manufacturers or products identified in the Contract Documents and, where applicable or required, the name of the installing subcontractor or supplier.
- .2 The Owner will promptly reply in writing to the Contractor if there are any reasonable objections to the manufacturer or products specified. If adequate data on any proposed manufacturer or installer is not available, the Owner may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

Section 3.4.2: Add the following Subparagraphs to the Section:

- .1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products for those specified only under the conditions provided by Division 01 – General Requirements.

- .2 By making a request for substitutions, the Contractor:
- .a represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - .b represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
  - .c certifies that the cost data presented is complete and includes all related costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
  - .d will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

### **3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

Add the following Subparagraphs 3.7.1.1 through 3.7.1.5 to Section 3.7.1:

- .1 The Owner will pay for building plan review fees, utility deposits, environmental fees, and impact fees.
- .2 The Contractor will pay for all other fees including but not limited to: Utility connection fees, subcontractor permit fees, utility meter fees, etc.
- .3 The Contractor shall include in Contract Sum all administrative costs involved in obtaining various permits and processing other fees that are the responsibility of the Contractor.
- .4 The Contractor shall further secure and pay for all other licenses and inspections necessary for execution of the Work.
- .5 The Contractor shall obtain necessary information, apply for and deliver the payments for all fees paid by the Owner.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

In Section 3.10.2, lines 2 and 3, change "approval" in one (1) location each to "review".

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

In Section 3.11, line 3, change "approved" in one (1) location to "reviewed".

In Section 3.11 change the period at the end of the paragraph to a comma and add the following:

....., “except as otherwise modified by Division 01 – General Requirements.”

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

In Section 3.12.5, line 3, change “approved” in two (2) locations to “accepted”.

In Section 3.12.7, line 3, change “approved” in one (1) location to “reviewed”.

In Section 3.12.8, line 1, change “approved” in one (1) location to “accepted”.

In Section 3.12.8, lines 2 and 7, change “approval” in one (1) location in each referenced line to “review”.

In Section 3.12.8, line 4, change “approval” to “acceptance” in one (1) location.

In Section 3.12.9, line 3, change “approval” in one (1) location to “review”.

In Section 3.12.10, line 16, change “approve” in one (1) location to “indicate no exceptions taken”.

Add Section 3.12.11 as follows:

3.12.11 Procedures for submittals are further delineated in Division 01, General Requirements.

### **3.15 CLEANING UP**

Add Section 3.15.3 as follows:

3.15.3 The Contractor, as a minimum requirement, and as defined by the Contract Documents, and including but not limited to, shall wash and polish all glass, remove all stains, paint stops, fingerprints, soil and dirt from finished surfaces, clean and polish hardware and fixtures, wash all unpainted concrete, masonry and tile, and leave the building broom clean.

## **ARTICLE 4 – ARCHITECT**

### **4.1 GENERAL**

In Subparagraph 4.1.3, delete the words, "as to whom the Contractor makes no unreasonable objection and"

## **4.2 ADMINISTRATION OF THE CONTRACT**

In Section 4.2.3, line 2, change “known” in one (1) location to “observed”.

### **4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

In Section 4.2.5, line 2, change “certify” in one (1) location to “comment on”.

In Section 4.2.5, line 2, insert a period (.) after “Contractor” and delete the words “and will issue Certificates for Payment in such amounts.”

In Section 4.2.7, line 1, change “approve” in one (1) location to “comment”.

In Section 4.2.7, line 4, change “approved” in two (2) locations to “accepted”.

In Section 4.2.7, line 10, change “approval” in one (1) location to “acceptance or endorsement”.

In Section 4.2.7, line 12, change “approval” in two (2) locations to “acceptance”.

In Section 4.2.8, line 1, delete the words “Change Orders and” in one (1) location.

In Section 4.2.8, line 2, change “investigate” in one (1) location to “observe”.

In Section 4.2.8, line 2, delete the words “determinations and”.

In Section 4.2.9, line 1, change “inspections” in one (1) location to “observations”.

In Section 4.2.9, line 4, change “issue” in one (1) location to “review”.

## **ARTICLE 5 – SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

In Section 5.2.1, line 2, change “through” in one (1) location to “and”.

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

### **6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Add Section 6.1.5 and subparagraphs as follows:

6.1.5 The Owner reserves the right to take possession and use any completed or partially complete portion of the building prior to completion providing such possession or use does not interfere with the Contractor's accomplishment of the Work. Such partial occupancy or taking possession will be based on the following:

- .1 Occupancy of any portion of the Work will not constitute an acceptance of the Work not performed in accordance with Contract Documents or relieve the Contractor of liability to perform Work required by the Contract, but not completed at the time of occupancy.
- .2 Immediately prior to any partial occupancy, the Contractor, Owner, and Architect shall make a thorough joint observation of the portion of the Work affected and mutually agree upon the conditions of occupancy and status of the Work. The Architect's evaluation shall be final in determining responsibility at the time of observations for the conditions resulting from said occupancy. Damage to the building caused by the Owner, his representative or occupants before Final Acceptance will be the responsibility of the Owner.

## **ARTICLE 7 - CHANGES IN THE WORK**

### **7.1 GENERAL**

Add the following Subparagraph to Section 7.1.1.

7.1.1.1 Procedures and administrative requirements for changes in the work are further specified in Division 01 – General Requirements.

### **7.2 CHANGE ORDERS**

In Section 7.2.1, line 1, replace “Architect” in one (1) location with “Contractor”.

Add Section 7.2.2 as follows:

7.2.2 Reasonable allowances for overhead and profit shall be included at the rates as negotiated and referenced in the Agreement.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

In Section 7.3.8, line 2, replace “confirmed” in one (1) location with “substantiated by the Contractor to the acceptance of the Owner and review.”

In Section 7.3.9, line 3, replace “certification” in one (1) location with “review of the Contractor’s provided application”.

In Section 7.3.9, line 4, replace “certify” in one (1) location with “accept”.

In Section 7.3.10, line 3, replace “Architect” in one (1) location with “Contractor”.

## **ARTICLE 8 – TIME**

### **8.2 PROGRESS AND COMPLETION**

Add the following Section 8.2.4:

8.2.4 The Contractor will not be entitled to additional compensation for Work performed outside of regular working hours, except as authorized in advance and in writing by the Owner.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

Add the following to the end of Section 8.3.1:

“Inclement weather shall not be cause to justify delay.”

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **9.3 APPLICATIONS FOR PAYMENT**

Add the following to the end of Section 9.3.1:

“Requirements for the Application for Payment shall be as specified in Division 01 – General Requirements.”

Add the following Subparagraph 9.3.1.3 to Section 9.3.1:

9.3.1.3 The first Application for Payment shall be accompanied, in writing, by the Contractor's conditional partial waiver of lien, for the amount due. Each subsequent Application for Payment shall be accompanied, in writing, by the Contractor's partial waiver of lien for the current and unconditional waiver for previous payment amount due and by unconditional partial waivers of lien from all subcontractors and supplies of materials, equipment and services who are included in the preceding Application for Payment. Application for Final Payment shall be accompanied by the Contractor's full waiver of lien for the amount due and by full waivers of lien from subcontractors and suppliers of materials, equipment and services who have not previously furnished such full waivers.



Add the following Subparagraph 9.3.1.4 to Section 9.3.1.

9.3.1.4 Until Substantial Completion, the Owner shall pay no more than ninety (90) percent of the amount due the Contractor on account of progress payments.

Add the following Subparagraph 9.3.1.5 to Section 9.3.1.

9.3.1.5 After the Work is substantially complete and the Architect has determined that the Contractor's list of items to be completed or corrected is acceptable, retainage shall be adjusted to be in proportion to the value of Work on the list, plus unsettled claims.

#### **9.4 CERTIFICATES FOR PAYMENT**

In Section 9.4, delete "CERTIFICATES FOR PAYMENT" and replace with "REVIEW OF CONTRACTOR'S APPLICATION FOR PAYMENT".

In Section 9.4.1, line 2, change "a Certificate for Payment" in one (1) location to "an acceptance of the Contractor's Application for Payment".

In Section 9.4.1, line 4, change "certification" in one (1) location to "acceptance".

In Section 9.4.2, line 1, change "a Certificate for Payment" in one (1) location to "an acceptance of the Contractor's Application for Payment".

In Section 9.4.2, line 7, change "a Certificate for Payment" in one (1) location to "an acceptance of the Contractor's Application for Payment".

In Section 9.4.2, line 8, change "certified" in one (1) location to "accepted".

In Section 9.4.2, line 9, change "a Certificate for Payment" in one (1) location to "an acceptance of the Contractor's Application for Payment".

In Section 9.4.2, line 10, change "inspections" in one (1) location to "observations".

In Section 9.4.2, line 12, change "made examination" in one (1) location to "reviewed".

#### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

In Section 9.5, delete "CERTIFICATION" in one (1) location and replace with "ACCEPTANCE".

In Section 9.5.1, line 1, change "a Certificate for Payment" in one (1) location to "an acceptance of the Contractor's Application for Payment".

In Section 9.5.1, line 3, change “certify” in one (1) location to “accept”.

In Section 9.5.1, line 5, change “a Certificate for Payment” in one (1) location to “an acceptance of the Contractor’s Application for Payment”.

In Section 9.5.1, line 6, change “a Certificate for Payment” in one (1) location to “an acceptance of the Contractor’s Application for Payment”.

In Section 9.5.1, line 7, change “a Certificate for Payment” in one (1) location to “an acceptance of the Contractor’s Application for Payment”.

In Section 9.5.2, line 1, change “certification” in two (2) locations to “acceptance”.

In Section 9.5.3, line 1, change “certification” in one (1) location to “acceptance”.

In Section 9.5.3, line 5, change “Certificate for Payment” in one (1) location to “review of the submitted Contractor’s Application for Payment”.

## **9.6 PROGRESS PAYMENTS**

In Section 9.6.1, line 1, change “issued a Certificate for Payment” in one (1) location to “accepted the Contractor’s Application for Payment”.

In Section 9.6.6, line 1, change “a Certificate for Payment” in one (1) location to “An acceptance of the Contractor’s Application for Payment”.

## **9.7 FAILURE OF PAYMENT**

In Section 9.7, line 1, change “a Certificate for Payment” in one (1) location to “An acceptance of the Contractor’s Application for Payment”.

In Section 9.7, line 3, change “certified” in one (1) location to “accepted”.

## **9.8 SUBSTANTIAL COMPLETION**

In Section 9.8.3, line 1, replace “make an inspection” with “visit the Project to observe and”

In Section 9.8.3, line 2, replace “inspection” in one (1) location with “observations”.

In Section 9.8.3, line 6, replace “inspection” in one (1) location with “site visit and observation.”

In Section 9.8.4, lines 5 and 6, revise the following:

Delete the following sentence:

“Warranties required by the Contract Documents shall commence on the date of substantial completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.”

Replace with the following sentence:

“The Contractor’s comprehensive 1 yr. warranty and all other warranties required or provided by the Contract Documents shall commence on the date of the Owner’s written acceptance of the work or portion thereof, unless otherwise agreed upon in writing.”

## **9.9 PARTIAL OCCUPANCY OR USE**

In Section 9.9.2, line 1, replace “inspect” in one (1) location with “observe”.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

In Section 9.10.1, lines 1, 2, replace “inspection” in one (1) location, each line, with “observation”.

In Section 9.10.1, line 4, replace “issue a Final Certificate for Payment” in one (1) location with “review the Contractor’s final Application for Payment”.

In Section 9.10.1, line 4, replace “issue a Final Certificate for Payment stating that to the best of the Architect’s knowledge” with “review the Contractor’s Final Application for Payment considering that to the extent of the Architect’s knowledge, available”.

In Section 9.10.1, line 5, replace “inspections” in one (1) location with “observations”.

In Section 9.10.1, line 7, replace “Certificate” in one (1) location with “Application for Payment”.

In Section 9.10.1, line 7, replace “Final Certificate for Payment” in one (1) location with “acceptance of the Contractor’s Final Application for Payment”.

Add the following sentence to Section 9.10.1:

“The payment amount conveyed by the accepted Contractor’s final Application for Payment shall be sufficient to increase the total payments to 100 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

Add the following Subparagraph 9.10.2.1 to Section 9.10.2:

9.10.2.1 In addition to the above, the following requirements shall be fulfilled before application for final payment or payment of the retained percentages is accepted and paid: The Contractor shall deliver to the Architect (for delivery to the Owner), in a single package, properly labeled item by item, to indicate all materials, equipment and documents contained therein the following;

- (1) Notice by the Contractor of satisfactory completion of Work including corrections of defective Work and acceptance of same by the Architect,
- (2) Contractor's Affidavit of Payment of Debtors and Claims; AIA Document G706 and Contractor's Affidavit of Release of Liens, AIA Document G706A, or other forms as directed or accepted by the Owner.
- (3) Submission to the Owner of required Project Record Documents as defined in Division 01 - General Requirements.
- (4) Completion of any required instructions and training to the Owner on operation and maintenance of all equipment and systems.
- (5) Submission of all tools which are a permanent part of equipment installed in the work.
- (6) Submission of all keys, construction and permanent, properly identified.

In Section 9.10.3, lines 3 and 8, replace "certification" in one (1) location, in each referenced line, with "review".

Add Section 9.10.6 as follows:

9.10.6 Following the issuance of final payment the Owner will record a Notice of Completion with the governmental authorities having jurisdiction within ten (10) days following completion and acceptance by the Owner of all work in accordance with the Contract Documents. The Notice of Completion replaces any Certificate(s) of Substantial Completion.

Add Section 9.11 as follows:

## **9.11 LIQUIDATED DAMAGES**

9.11.1 The Contractor and Contractor's surety, if any, shall be liable for and shall pay the Owner the sums stipulated in the Agreement as liquidated damages, in lieu of actual damages, for each calendar day of delay until Substantial Completion.

## **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

### **10.2 SAFETY OF PERSONS AND PROPERTY**

Add the following to the end of Section 10.2.1:

. . . . This requirement shall apply continuously and not be limited to normal working hours.

Add the following Section 10.2.2.1 to Section 10.2.2:

10.2.2.1 The Contractor, its agents, employees, materialmen and subcontractors will perform all work on the project in a safe and responsible manner. The Contractor shall, at its own expense, conform to the safety policies and regulations established by the Contractor and shall comply with all specific safety requirements promulgated by all government authorities including without limitation the requirements of the Occupational Safety and Health Act, and the Construction Safety Act, in effect on the date of the Agreement and all standard and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts. The Contractor shall comply with said requirements, standards and regulations, and require and be directly responsible for compliance therewith on the part of its said agents, employees, materialmen, and subcontractors; and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, materialmen or subcontractors to so comply.

## **ARTICLE 11 - INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

Add the following Section 11.1.2.1 to Section 11.1.2:

11.1.2.1 The Contractor shall obtain and maintain, for the full period of the Contract, the following minimum coverage and limits, or coverage and limits that are required by the Owner or by law, whichever is greater:

- .1 WORKER'S COMPENSATION including Occupational Disease insurance meeting the statutory requirements of the jurisdiction of the Project together with a Broad Form All States Endorsement and containing Employers' Liability insurance in an amount of at least \$1,000,000.

- .2 COMPREHENSIVE GENERAL LIABILITY AND/OR UMBRELLA LIABILITY insurance on an occurrence basis provided limits for Bodily Injury with Personal Injury including its employees of in the amounts of at least \$1,000,000 each occurrence and \$1,000,000 aggregate; Property Damage \$1,000,000 each occurrence, \$1,000,000 aggregate. The policy must include the Owner, Architect and other Project Consultants as listed in the Project Directory, as ADDITIONAL INSUREDS and must provide Premises-Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability, Products and Completed Operations coverage's (which shall be maintained in force for a period of two years after substantial completion of the project or for such longer period of time as is described in the Contract Documents) and PRIMARY to any insurance of the ADDITIONAL INSUREDS. XCU Exclusions must be deleted when applicable to operations performed by the Contractor. A waiver of Subrogation in favor of the Owner shall also be included. Evidence of Insurance coverage naming the additional insureds shall be provided to the Owner and Architect prior to proceeding with the work.
- .3 COMPREHENSIVE AUTOMOBILE LIABILITY on an occurrence basis covering all Owned, Non-Owned and Hired Vehicles for limits of liability equal to those in (.2) above.
- .4 A Certificate of Insurance on an approved form must be delivered to the Owner and Architect and must state coverage will not be altered, canceled or allowed to expire without thirty (30) days written notice by registered mail to the Owner.
- .5 Insurance coverage of \$1,000,000.00 minimum limit must be obtained from each subcontractor and, or, supplier, if any, before permitting them on the site of the project. Otherwise, this required protection must be included within the Contractor's insurance policies.
- .6 It is understood and agreed that the insurance coverages and limits required above shall not limit the extent of the Contractor's responsibilities and liabilities specified within the Contract Documents or by law.
- .7 It is understood and agreed authorization is hereby granted to Owner to withhold payments to the Contractor until properly executed Certificate(s) of Insurance evidencing insurance required herein are received by the Owner.
- .8 Certificates of Insurance shall be submitted as specified in Division 00 – Procurement and Contracting Requirements and Division 01 - General Requirements.

### 11.3 PROPERTY INSURANCE

Add the following to the end of Section 11.3.1.1

“The Contractor shall be responsible for any damage or loss not covered under the Owner's policy to any and all materials, supplies or equipment after delivery to the site by the Contractor or his suppliers, whether paid for by the Owner or not, whether prior to or after installation into the building structure. (Examples: theft, damage while handling, etc..)”

#### **11.4 PERFORMANCE BOND AND PAYMENT BOND**

Add Section 11.4.3 as follows:

11.4.3 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

Add Section 11.4.4 as follows:

11.4.4 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.

### **ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

In Section 12.1.1, line 3, change “examination” in one (1) location to “observation”.

In Section 12.1.2, line 1, change “examine” in one (1) location to “observe it”.

In Section 12.2.1, line 1, change “rejected” in one (1) location to “not accepted”.

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

#### **13.6 INTEREST**

In Section 13.6, line 1, following “unpaid” insert “after 30 days”.

### **ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY CONTRACTOR**

In Section 14.1.1.3, line 1, change “issued a Certificate for Payment” in one (1) location to “accepted the Contractor’s Final Application for Payment”.

In Section 14.1.1.3, line 2, change “certification” in one (1) location to “acceptance”.

In Section 14.1.1.3, line 3, change “or” in one (1) location to “or the Contractor has not provided required or requested supporting documents including satisfaction of requirements of the Owner related to the Owner’s financing resource or Lender for the Project”.

## **14.2 TERMINATION BY THE OWNER FOR CAUSE**

In Section 14.2.2, line 1, change “certification” in one (1) location to “acceptance”.

In Section 14.2.4, line 5, change “certified” in one (1) location to “accepted”.

## **ARTICLE 15 – CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

#### **15.1.3 CONTINUING CONTRACT PERFORMANCE**

In Section 15.1.3, line 3, change “prepare” in one (1) location to “review”.

In Section 15.1.3, line 3, change “issue” in one (1) location to “review”.

In Section 15.1.3, line 4, change “Certificates for Payment” in one (1) location to “the Contractor’s Application for Payment”.

### **15.2 INITIAL DECISION**

In Section 15.2.2, line 3, change “reject” in one (1) location to “not accept”.

In Section 15.2.2, line 3, change “approve” in one (1) location to “accept”.

In Section 15.2.4, line 5, change “reject or approve” in one (1) location to “accept or not accept”.

In Section 15.2.5, line 1, change “approving or rejecting” in one (1) location to “accepting or not accepting”.

END OF SECTION 007300