

SUPPLEMENTARY CONDITIONSCONTENTSTITLE

<u>Item</u>		<u>Page</u>
1	ARTICLE 1 - GENERAL PROVISIONS	2
2	ARTICLE 2 - OWNER	2
3	ARTICLE 3 - CONTRACTOR	3
4	ARTICLE 4 - ADMINISTRATION OF THE CONTRACT	4
5	ARTICLE 5 - SUBCONTRACTORS	4
6	ARTICLE 7 - CHANGES IN THE WORK	4
7	ARTICLE 8 - TIME	5
8	ARTICLE 9 - PAYMENTS AND COMPLETION	5
9	ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY	6
10	ARTICLE 11 - INSURANCE AND BONDS	7
11	ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK	9
12	ARTICLE 13 - MISCELLANEOUS PROVISIONS	10
13	ARTICLE 15 – CLAIMS AND DISPUTES	11
14	ARTICLE 16 - AFFIRMATIVE ACTION	12

SUPPLEMENTARY CONDITIONS

General Conditions of the Contract of Constitution, AIA Document A201, 2007 Edition, is a part of the Contract Documents. The following Supplementary Conditions are to modify or add conditions to the standard AIA documents. In case of conflict, the Supplementary Conditions shall govern. Where any part of the AIA General Conditions remain unaltered or not referred to herein, the unaltered provisions shall remain in effect.

1. ARTICLE 1 - GENERAL PROVISIONS

- a. Article 1.1 - Basic Definitions: Revise the first sentence of paragraph 1.1.1, as follows:

The Contract Documents consist of the Agreement between the Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Labor and Material Payment Bond, Drawings, General, Supplemental and other Conditions, all addenda and modifications issued after execution of the contract.

- b. Article 1.1 - Basic Definitions: Add the following paragraph:

1.1.6.1 Each section of the contract specifications shall be governed by the requirements and provisions of the rest of the contract documents including the Drawings, General, Supplemental and other Conditions, all addenda and modifications issued after execution of the contract.

- c. Article 1.1 - Basic Definitions: Add the following new paragraphs:

1.1.9 The term "product" shall mean to include material, systems, and equipment.

1.1.10 The term "contractor" shall mean each prime contractor unless specifically stated otherwise.

- d. Article 1.5 - Ownership and Use of Drawings, Specifications, and Other Instruments of Service: Add the following Paragraph:

1.5.3 All Drawings, Specifications, and related documents prepared by the Contractor specifically for the Project shall become the property of the Owner.

2. ARTICLE 2- OWNER

- a. Article 2.1 - General: Add the following subparagraph:

2.1.1.1 As used herein and elsewhere in the Contract Documents, the term "Owner" shall mean Mobil Law Enforcement Center Except as otherwise specifically provided, all matters pertaining to the Work required under this Contract will be handled for and on behalf of the Owner.

- b. Article 2.2 - Information and Services Required of the Owner. And the following subparagraph.

2.2.3.1 The Contractor shall employ and pay a registered surveyor to provide all lines, marks, and levels necessary to the Construction of the Work including, but not limited to, a permanent benchmark, baseline, etc.

- c. Article 2.2 - Information and Service Required of the Owner: Revise paragraph 2.2.5 as follows:

3. ARTICLE 3 - CONTRACTOR

- a. Article 3.4 - Labor and Materials: Add paragraphs 3.4.4, 3.4.5, 3.4.6, and 3.4.7 as follows:

- 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of issuance of the proposed Contract Documents and shall be installed in strict accordance with manufacturer's directions.
- 3.4.5 Where the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations and other statutory provisions pertaining to the Work, or above the quality of normal construction or trade standards, such Work shall be performed and completed by the Contractor in accordance with the Contract Documents.
- 3.4.6 Immediately after the issuance of a Letter of Intent or the award of the Contract for the Work to the Contractor, and prior to the first Request for Payment, the contractor shall submit to the Owner and the Architect a schedule indicating the name of manufacturers of all material and equipment which he and his Subcontractors propose for use in the Work. No material or equipment shall be ordered until acceptance of the manufacturer is received from the Owner and the Architect.
- 3.4.7 Identifying Markings: Where the manufacturer's name, patent numbers, Underwriter's labels, model numbers, or similar identifying marks are required, locate such markings inconspicuously as possible. In no case will such marks be acceptable as part of basic design.

- b. Article 3.5 - Warranty: Add the following new paragraphs:

- 3.5.1 The Contractor shall Warrant that all materials and workmanship of all of the Work of the Contract will be serviceable, satisfactory, and will perform dependably, without excessive or unusual maintenance or care, the functions for which it was designed for a period of at least one year from the date of Substantial Completion, and for such longer periods and special requirements as may be specified for individual types of materials, equipment, or Work, under individual Sections of the Specifications. Such warranty is in addition to and independent of any warranty or guarantee of any Subcontractor, Supplier, or Manufacturer.
- 3.5.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion or the Architect, is rendered necessary as the result of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of this contract, the Contractor shall promptly upon request of notice from the Owner place in satisfactory condition in every particular all of such guaranteed work correct all defects therein; make good all damage to the building or site, or equipment, or contents thereof which, in the opinion of the Architect, is the result of the use of equipment and contents of said building or site disturbed in fulfilling any such guarantee.

- 3.5.3 In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Architect and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 3.5.4 In the event any of the equipment specified, supplied and installed under this contract should fail to produce capacities or meet design specifications as published or warranted by the manufacturer of the equipment involved, the Contractor shall remove and replace such equipment with equipment that will meet requirements without cost to the Owner.
- 3.5.5 Commence any work required hereunder within seven (7) working days after receipt of written notice to do so by the Owner. If the Contractor fails or neglects to do so or to complete the fulfillment of the required obligations hereunder within thirty (30) days of receipt of said notice or such longer period as may be authorized by the Owner, the Owner shall have the right to perform all or any part of the Work or employ another person to do all of such Work and charge the expense thereof to the Contractor.
- 3.5.6 Refer to Section 01600 of Division 1 "Product Requirements."
- c. Article 3.6 - Taxes: Add the following paragraph:
- 3.6.1 The Contractor shall pay all unemployment, social security, and other such taxes imposed by local, state, or federal government.
- d. Article 3.12 - Shop Drawings, Product Data, and Samples: Add the following subparagraph:
- 3.12.8.1 The Architect's checking or approving of the Contractor's and Subcontractor's Drawings does not relieve the Contractor from responsibility for errors or omissions which may exist, even though Work is done in accordance with such checked or Approved Drawings. The checking of Contractor's and Subcontractor's Drawings by the Architect is a gratuitous assistance and the Architect does not, thereby, assume responsibility for errors or omissions. Where such errors or omissions are discovered later, they shall be corrected by the Contractor irrespective of any approval by the Architect.
4. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT
- a. Article 4.1 - Architect: Add the following subparagraph:
- 4.1.1.1 Architect - As used herein and elsewhere in the Contract Documents, the term "Architect" shall mean Joshua B. Pranger, acting individually or through any agents, consultants, or representatives duly authorized to act in his behalf.
5. ARTICLE 5 - SUBCONTRACTORS
- a. Article 5.2 - Award of Subcontractors and Other Contracts for Portions of the Work: Add the following sentence to end of paragraph 5.2.1:
- Submit the list of names of Subcontractors on AIA Form G805.

6. ARTICLE 7 - CHANGES IN THE WORK

- a. Article 7.3 - Construction Change Directives: Revise the first sentence of paragraph 7.3.7, as follows:

In the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.6.6 below."

- b. Article 7.3 - Construction Change Directives: Add the following subparagraph 7.3.7.6 to 7.3.7, as follows:

7.3.7.6 Allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- a. For the Contractor, for any work performed by the Contractor's own forces, 10% for materials, 10% for labor, and 10% for equipment.
- b. For the Contractor, for work performed by his subcontractor, 10% of the amount due to subcontractors.
- c. All other Trades, 10% of the amount due to that specific work scope.

7. ARTICLE 8 - TIME

- a. Article 8.1 - Definitions: Delete paragraph 8.1.4 and substitute with the following:

8.1.4 Day: As used herein and elsewhere in the Contract Document, the term "day" shall mean a calendar day of 24 hours beginning at 12:00 midnight. The term "working day" shall mean any calendar day except Saturdays, Sundays, and Legal Holidays at the place of construction.

- b. Article 8.1 - Definitions: Add paragraph 8.1.5 as follows:

8.1.5 Date of final Completion: As used herein and elsewhere in the Contract Documents, the term "Date of Final Completion" shall mean the date of the Final Certificate of Payment as described in 9.10.

- c. Article 8.3.3 – Delete in its entirety.

8. ARTICLE 9- PAYMENTS AND COMPLETION

- a. Article 9.2 - Schedule of Values: Add the following sentence to paragraph 9.2.:

The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item on AIA Document G703, Application and Certification for Payment, Continuation Sheet.

- b. Article 9.3 - Applications for Payment: Add the following sentences to paragraph 9.3.1:

The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

An Application for Final Payment shall be submitted within 45 days after Substantial Completion of the work unless otherwise stipulated in the Certificate of Substantial Completion provided the work has been completed and the Contract fully performed.

c. Article 9.3 - Applications for Payment: Add the following paragraphs:

9.3.4 Applications for payment shall be submitted to the Architect by the Contractor and Certificates for Payment thereby issued to the Architect to the Owner for progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the tenth day of each month, Application & Certificates for Payment shall be submitted based on ninety percent (90%) of the proportion of the contract sum properly allocatable to labor and materials and equipment incorporated into the work, ninety percent (90%) of the portion of the contract sum properly allocatable to materials and equipment suitably stored at the site, as reiterated in Article 9.3.2, up to ten (10) days prior to the date on which the Application for Payment is submitted. All Applications and Certificates for Payment shall be reviewed by the Architect and then delivered to the Owner.

At the Contractor's option, a request may be made of the Owner to approve no further retainage when fifty (50%) of the contract amount has been attained. This will thereby reduce the amount of retainage held from ten percent (10%), to five percent (5%) at substantial completion. Approval will be granted, providing contractor is performing the contract on schedule and all bills are paid. A Consent of Surety Form AIA G707A shall be required prior to approval of any reduction of retainage. Contract retainage may be reinstated if the manner or completion of the work and its progress do not remain satisfactory to the Architect, or if the Surety revokes its consent, or for other good and sufficient reasons.

9.3.5 The contractor shall provide Waiver of Lien from each subcontractor with each request for payment.

9.3.6 Payment will be made within thirty (30) days of the receipt of request, certificate, and application of payment.

d. Article 9.4 - Certificates for Payment: Add the following paragraph:

9.4.3 If so directed by the Owner, the Contractor shall, within fifteen (15) days from the date of Owner's remittance, submit partial waivers of lien signed by each Subcontractor designated by the Owner, in a form acceptable to the Owner, for the full amount of the sum included for said Subcontractor, in the progress payment for the previous month. Failure to submit partial waivers of lien shall justify the withholding of future payments until said delinquent waivers are received.

9. ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

a. Article 10.2 - Safety of Persons and Property: Add the following paragraph:

10.2.9 The Contractor shall confine his work, storage of materials, to an area adjacent to the construction site to be designated by the Owner.

- b. Add the following subparagraphs:

10.2.10 Occupational Safety and Health Acts

- 10.2.10.1 These construction documents and the joint and several phases of construction hereby contemplated are to be governed at all times by the applicable provisions of the state and federal laws including, but not limited to, the latest amendments of the following:
- .1 Indiana Occupational Safety and Health Act of 1971 IC 1971, 22-8-1-1.1 and
 - .2 Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 81-596; Part 1910-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; Part 1518-Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
- 10.2.11 Contractor shall assume full responsibility for health and safety at the construction site, including, but not limited to, the above-mentioned laws and regulations.

- c. Article 10.4 - Emergencies: Add the following paragraph:

10.4.2 The Contractor, subcontractor or other party present at the site shall immediately inform the Owner of all emergencies.

10. ARTICLE 11 - INSURANCE AND BONDS

- a. Add the following paragraphs:

11.5 General

11.5.1 The Contractor shall not commence work under this contract until he has obtained all insurance required as hereinafter specified and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies expiring on a fixed date before final acceptance of the project must be renewed and evidence of such renewal submitted to the Owner before such date.

11.6 Compensation and Occupational Disease Insurance

11.6.1 The Contractor shall take out and maintain during the life of this contract, Workman's Compensation and Occupational Disease Insurance, Employers Liability, for all of his employees employed at the site of the project, in full compliance with the statutes of the project, in full compliance with the statutes of Indiana applicable thereto, and, in case

any work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Occupation Disease Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under Workman's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide insurance coverage equal to that provided under the Workman's Compensation statute for the protection of his employees not otherwise protected.

- 11.6.2 Workman's Compensation and Employer's Liability Insurance in amounts sufficient, in the opinion of the Contractor, the Owner, and the Architect, to protect the Owner, the Architect, the Contractor and the Subcontractors from all liability for bodily injury, sickness, or disease (including death resulting at any time therefrom) of any of their employees, including all liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

11.7 Public Liability Insurance

- 11.7.1 The Contractor shall take out and maintain during the life of this contract Commercial General Liability, including Personal Injury and Property Damage Liability Insurance (construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from any operation under this contract), including Completed Operations Insurance, and Comprehensive Automobile Insurance, as shall protect him for work covered by this contract from claims for damages for personal injury or property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly employed by either of them and the amounts of such insurance shall be:

Commercial General Liability in the amount of \$1,000,000 each occurrence, and \$2,000,000 aggregate, and \$5,000,000 umbrella as protection against all risks of damages to or destruction of property; or bodily injury, sickness, or disease (including death resulting at any time therefrom) of persons, wherever located, resulting from any act, omission, or operation under this Contract or in connection with the work thereunder. Contractor further agrees to accept excess liability claims against Contractor's subcontractor.

General Contractor agrees to continue Completed Operations coverage for one year after the work is accepted by the Owner. Commercial General Liability shall include coverage on: Premises, Operations, Independent Contractors (Protective Liability), Products and Completed Operations, Contractual Liability as may be assumed and insurable under this contract. There shall be no exclusions for special hazards under Property Damage for "c," collapse caused by grading or excavation; "u," underground property; "x," explosion or blasting.

- 11.7.1.1 Additional primary insured parties are as follows: Bosch, Inc., its Trustees, officers, employees, and agents.

- 11.7.1.2 Contractor agrees to indemnify and hold harmless Owner, its Trustees, officers, employees, and agents from any and all liability which said

indemnified parties may incur by reason of the acts or omissions of Contractor, its employees and agents, pursuant to the Contract and the Work being performed under the Contract.

- 11.7.2 Contractor shall provide Comprehensive Automobile Liability Insurance, including property damage, covering all owned and rented equipment used in connection with the work to be performed under this Contract, in the minimum amounts of \$500,000 per person, and \$500,000 per occurrence for bodily (including death resulting at any time therefrom), and \$500,000 per occurrence from property damage.

11.8 Subcontractor's Insurance

- 11.8.1 Contractor shall require all his subcontractors to effect and maintain, during the entire period of performance and until completion of the subcontract, Insurance in same kind and limits as Contractor's Insurance, except as listed below:

- 11.8.1.1 The Subcontractors are required to carry Commercial General Liability coverage in the amounts of \$1,000,000 of primary coverage, \$2,000,000 of aggregate, and \$1,000,000 of umbrella coverage.

11.9 Proof of Carriage

- 11.9.1 The Contractor shall furnish the Owner certificates of insurance required. Such certificates shall provide for not less than thirty (30) days' notice of cancellation or material change.

11.10 All risks of Physical Loss (Including Fire and Extended Coverage)

- 11.10.1 The General Contractor at his own expense shall provide fire and extended coverage insurance protection for materials and equipment belonging to the Contractor which is not to be worked into the building, and the Owner assumes no responsibility for fire and extended coverage or loss on such scaffolding, equipment or materials which are not to be worked into the building. During the entire construction period, the General Contractor shall provide extinguishers of the type for the intended protection as approved by NFPA and OSHA and shall provide such extinguisher in each construction shed and temporary office, as well as in other locations as reasonably required, and all other fire protection reasonably required, to properly protect the project, and to comply fully with the requirements of insurance underwriters for the project and municipal county and state authorities.

11. ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

- a. Article 12.2 - Correction of Work: Add the following paragraph to Paragraph 12.2.1, as follows:

- 12.2.1.1 The Architect will provide one reinspection per punch list item. Any additional inspections required to verify conformation with the initial punch list item(s) will be at the Contractor's expense

12. ARTICLE 13 - MISCELLANEOUS PROVISIONS

- a. Article 13.1 - Miscellaneous Provisions: Add the following paragraph:

13.1.1 The project shall be governed by the latest laws of the State of Indiana, County of Allen, and current health and safety codes. All contractors entering into contract agreements with the Owner shall be held entirely responsible for knowledge of all such ordinances and regulations, for compliance with them, and for properly notifying the Architect of any deviation in the drawings and specifications from such rules and regulations.

b. Article 13.5 - Tests and Inspections: Add the following paragraphs:

13.5.7 At any time, the Owner or Architect may request satisfactory evidence that materials, supplies, or equipment conform to all requirements of all Contract Documents.

13.5.8 When so directed by the Owner, the Contractor shall deliver test samples of any materials or Work under the Contract to a designated independent testing agency.

c. Add the following paragraphs:

13.8 - Code Compliance:

13.8.1 All building construction work, and mechanical installations and appliances connected therewith shall comply with all State building Rules and Regulations, local ordinances, and such other statutory provisions pertaining to this class of work, such rules and regulations and local ordinances to be considered as part of these specifications. All contractors entering into contract agreements with the Owner shall be held entirely responsible for knowledge of all such ordinances and regulations, for compliance with them, and for properly notifying the Architect of any deviation in the drawings and specifications from such rules and regulations.

13.9 - Owner Audit:

13.9.1 The Contractor shall maintain all pertinent accounting records of his costs and those of his Subcontractors on a generally recognized accounting basis, including all supporting vouchers, canceled checks, purchase orders, time records, and similar data as required to substantiate an expenditure, on the following:

- (a) Changes in the Work performed on a "Cost Plus" basis.
- (b) Suspension of Operations.
- (c) Termination of the Contract.
- (d) Wherever Contractor's costs and expenses are subject to audit by the Contract Documents.

13.9.2 Said accounting records shall be subject to audit by the Owner, and said records shall be available to Owner or his authorized representative at mutually convenient times.

13.10 - Specifications:

13.10.1 Trade, brand, or manufacturer's names when specified or noted are used to establish a standard of quality, durability, appearance and efficiency. Substitutions may be made only for reasons that original

materials cannot be supplied due to conditions beyond control of the Contractor, or because delivery cannot be supplied due to conditions beyond control of the Contractor, or because delivery cannot be made in time to be incorporated into progress of work. Such substitutions shall be made only after bona fide quotations and delivery schedule for both original item and substitute material is ordered. Contractor shall supply for Architect's consideration samples, product data, and exact amount of credit or extra costs involved in proposed substitution if accepted.

- 13.10.2 Specifications may be in abbreviated form and may include incomplete sentences. Omissions of words or phrases such as "The Contractor shall", "inconformity therewith", "shall be", "as noted on the drawings", and "an" are intentional. Supply omitted words or phrases by inferences.

13.11 - Manufacturer's Directories - Operation Instructions:

- 13.11.1 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with their manufacturer's printed, directions unless specified otherwise. Where reference is made to manufacturer's directions, Contractor shall submit specified number of copies of such directions to Architect. Operating and maintenance instructions for all equipment and materials shall be bound together in complete sets and three copies delivered to Architect prior to final payment.

13. ARTICLE 15 – CLAIMS AND DISPUTES

- a. Article 15.1.5 – Claims for Additional Time: Add the following section:

15.1.5.3 – No Damage For Delay:

CLAIMS FOR ADDITIONAL COSTS. No claim for damages or additional costs or any other claim other than for an extension of time shall be made or asserted against the Owner, the Architect or the Construction Manager by reason of any delay. The Contractor shall not be entitled to any increase in the Contract Sum or payment or compensation of any kind from the Owner, the Architect or the Construction Manager for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration of inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, this provision shall not preclude recovery of damages or costs by the Contractor for hindrance or delay due solely to fraud, bad faith or active interference on the part of the Owner. The Contractor shall be entitled only to extensions of the Contract Time as its sole and exclusive remedy for such resulting delay. The acts of other contractors in and around the Project shall under no circumstances be deemed the acts of the Owner.

14. ARTICLE 16 - AFFIRMATIVE ACTION (NEW ARTICLE)

- b. Add the following new paragraphs:

16.1 - Equal Employment Opportunity:

16.1.1 During the performance of this contract, the Contractor agrees as follows:

“The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor also agrees that applicants are and will be treated in all matters, including (but not limited to) rates of pay, promotion, and transfer, without regard to their race, religion, color, sex, or national origin.”

END OF SECTION