

SECTION 007005 – SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL (Not Used)

1.1 GENERAL CONDITIONS

- A. General Conditions of the Contract for the Work are incorporated by reference within AIA Document A105-2017 “Standard Short Form of Agreement between Owner and Contractor.”
 - 1. The following Supplementary General Conditions to the Contract modify and add to the requirements of the incorporated General Conditions.

1.2 SUPPLEMENTARY GENERAL CONDITIONS

- A. The following supplements modify AIA Document A105-2017 “Standard Short Form of Agreement between Owner and Contractor” where a portion of the General Conditions are modified or deleted by these Supplementary General Conditions. Unaltered portions of the General Conditions remain in effect.

1.3 ARTICLE 4 – PAYMENTS

- A. Modify § 4.1 as follows:
 - 1. Add § 4.1.1: The Owner may approve invoices for payments of materials delivered and work completed up to ninety-five percent of the Contract value. The Owner will retain the remaining five percent of the Contract value pending final written acceptance of the work; and fully executed, notarized Waivers of Liens.

Add § 4.1.2: All invoices must reference the Sherman Board of Education Purchase Order number issued for the corresponding Work. Invoices lacking the Purchase Order number will not be processed.
 - 2. Add § 4.3 Stored Materials and associated subparagraphs: To be eligible for payment, store materials must be stored at the Contractor’s place of business or Owner pre-approved secure location. Invoices for materials and equipment purchased or fabricated and stored off site but not yet installed must be submitted with the following documentation:

§ 4.3.1. Copies of all invoices from Supplier showing total value of materials stored off site.

§ 4.3.2. Insurance certificate from Agent for full value of materials stored plus 10 percent; and indicating what materials stored and the storage location.

§ 4.3.3. An executed Security Agreement.

§ 4.3.4. An executed Bill of Sale.

§ 4.3.5. Photographs documenting the materials stored, clearly labeled bearing the project name and date.

1.4 ARTICLE 6 – GENERAL PROVISIONS

- A. Add subparagraph § 6.1.1 Code Compliance Requirements: This Project must comply with the applicable requirements of the current Connecticut State Existing Building Code, including ICC/ANSI A117.1 2009; Section 504 Rehabilitation Act of 1973, including the Uniform Federal Accessibility Standards (UFAS) and 504 Regulations; the Americans with Disabilities Act Accessibility Guideline (ADAAG); and the 2010 Federal ADA Standards for Accessible Design.
- B. Add subparagraph § 6.1.2: Comply with the applicable requirements of the current Connecticut Fire Safety Code and current OSHA – Title 29/Labor requirements.

1.5 ARTICLE 8 - CONTRACTOR

- A. Modify § 8.1.2 as follows:
 - 1. Add subparagraph § 8.1.2.1: The Contractor is solely responsible for the accuracy of field dimensions. Notify the Architect of differences identified between information specified by the Construction Documents before proceeding. No extra compensation will be allowed for differences between actual dimensions and measurements indicated on the Project Drawings for portions of the Work specified to be field verified.
- B. Modify § 8.3 Supervision and Construction Procedures as follows:
 - 1. Add subparagraph 8.3.1.1 Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other work.
 - 2. Add § 8.3.1.1.1 Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner and Architect of scheduled meeting dates:
 - 3. Add § 8.3.1.1.2 Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.
 - i. Time schedules.

- j. Weather limitations.
 - k. Manufacturer's written instructions.
 - l. Warranty requirements.
 - m. Compatibility of materials.
 - n. Acceptability of substrates.
 - o. Temporary facilities and controls.
 - p. Space and access limitations.
 - q. Regulations of authorities having jurisdiction.
 - r. Testing and inspecting requirements.
 - s. Installation procedures.
 - t. Required performance results.
 - u. Protection of adjacent work.
 - v. Protection of construction and personnel.
- 4. Add § 8.3.1.1.3 Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 5. Add § 8.3.1.1.4 Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 6. Add § 8.3.1.1.5 Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Modify § 8.6 Taxes, as follows:
- 1. Add § 8.6.1 This Project is tax exempt. Include no amount for State Sales Tax or Federal Excise Tax on products for this Project. The Owner will furnish the Contractor with written documentation of the Project's tax-exempt status.
- D. Modify § 8.9 Use of Site, as follows:
- 1. Add subparagraph § 8.9.1 as follows: Do not rely upon the availability of on-site storage. Storage of equipment, and/or materials prior to installation is the sole responsibility of the Contractor.
 - 2. Add subparagraph § 8.9.2 as follows: Deliver work in an undamaged condition as packaged by the manufacturer, with the manufacturer's seal and label intact
- E. Modify § 8.11 Cleaning Up, as follows:
- 1. Add subparagraph § 8.11. 1: Remove all wrapping, scrap materials, packaging, and associated debris from the premises on a **daily basis**. Use of dumpsters provided by the Owner are not permitted without prior written acceptance. Carefully and thoroughly clean the entire installation to the Owner's satisfaction.
 - 2. Add paragraph § 8.11.2: Maintain access to existing walkways, exits, corridors and other similar facilities. Obstruction of require means of emergency egress and disabling the building's life safety equipment is prohibited. Do not close or otherwise obstruct walkways, corridors or exit pathways without prior written acceptance by the Owner and authorities having jurisdiction.

1.6 ARTICLE 10 – CHANGES IN THE WORK

A. Add subparagraphs to § 10.1, as follows:

1. Add § 10.1.1.: Modifications affecting cost or schedule must be authorized by Change Order. Upon receipt of an authorized Change Order, the Contractor must promptly proceed with the Work which must be performed in accordance with the requirements of the Contract Documents.
2. Add § 10.1.2: For costs incurred by Change Order, the Contractor's fee must not exceed five (5) percent when the subcontract is based on Cost of the Work plus a fee.
3. Add § 1.1.2.3: The maximum allowable fee for overhead and profit of all Contractor's subcontractors must not exceed ten (10) percent.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 007005