

SUPPLEMENTARY CONDITIONS

1. FORM OF AGREEMENT

A. The standard Contract forms for this Project shall be"

1. Agreement: "Standard Form of Agreement Between Owner & Contractor where the Basis of Compensation is a Stipulated Sum", AIA Document #A101 (2017).
2. General Conditions: "General Conditions of the Contract for Construction" , AIA Document #A201 (2017)

2. GENERAL CONDITIONS

A. The following supplements modify, delete from, and/or add to the General Conditions.

1. All Articles, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect.
2. The General Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of these Specifications.

B. Article 3.7 - Permits, Fees and Notices - At the end of subparagraph 3.7.1, add:

The Owner, through the Architect, will submit Drawings and Specifications to the appropriate public authorities for local planning/zoning permits, the Vermont Division of Fire Safety for Construction Permit approvals and the Vermont Agency of Environmental Conservation for stormwater, wastewater and Water supply permits and the Vermont Public Service Department for compliance with the State's 2020 Energy Code. The Owner will pay all fees for review and plan checking associated with these approvals. All other permit fees are the responsibility of the Contractor.

C. Article 3 - Contractor - After subparagraph 3.10.1, add:

3.10.1A In planning the construction schedule Contractor shall anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect.

D. Article 8 - Time - After Subparagraph 8.3.3, add:

8.3.4 When the Contract time has been extended, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs or other similar reasons.

E. Article 11 - Insurance & Bonds

1. Article 11.1.1 shall be added to as follows:

11.1.1.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor or the Owner may be legally liable, whether such operations be by the Contractor

or by a subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable. Such insurance shall be written for not less than the limits set forth below. Contractor's subcontractors shall purchase and maintain similar insurance and file certificates of insurance with the Owner.

11.1.1.2 Worker's Compensation and Employer's Liability

11.1.1.2A Purpose: To protect the Contractor against claims under worker's compensation, disability benefits and other similar employee benefit acts applicable to the Work and claims for damages because of bodily injury, occupational sickness, disease or death of the employees of the Contractor and its subcontractors.

11.1.1.2B The Workers Compensation Coverage shall include the voluntary compensation endorsement.

11.1.1.2C The Employers' Liability Coverage shall provide limits not less than:
\$500,000 per accident
\$500,000 each employee for disease
\$500,000 disease limit

11.1.1.2 Commercial General Liability

11.1.1.2A Purpose: To protect the Contractor against claims, other than those covered by the Worker's Compensation and Employers Liability Policy, for damages because of bodily injury, personal injury, sickness, disease or death of any person and from claims for damages, other than to the Work itself, because of injury to or destruction of tangible personal property, including loss of use resulting there from.

11.1.1.2B The Commercial General Liability insurance shall have limits not less than:
\$1,000,000 per occurrence
\$2,000,000 aggregate

11.1.1.2C Coverage shall include designated construction Project general aggregate limited endorsement equivalent to CG2503 03/97 and shall include the Owner and Architect as insureds using ISO Additional Insured Endorsement CG2010 or equivalent.

11.1.1.3 Automobile Liability (owned, non-owned and hired vehicles)

11.1.1.3A Purpose: To protect the Contractor from Claims for damages because of bodily injury, sickness, disease or death of any person other than those covered by the Workers' Compensation and Employers' Liability Policy referenced above, and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting there from.

11.1.1.3B The Automobile Liability insurance shall have a combined single limit of \$1,000,000 per occurrence.

11.1.1.3C Coverage shall include the Owner and Architect as designated insureds using ISO CA2048 or equivalent.

11.1.1.4 Property Insurance

11.1.1.4A Purpose: To cover the tools, machinery and equipment owned, rented or used by

the Contractor or its subcontractors, suppliers, agents or employees against fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and other physical loss or damage.

- 11.1.1.4B If such property insurance is subject to deductibles, or the loss or damage to such tools, equipment or machinery exceeds the coverage limit, the Owner and Architect shall have no liability for the costs not covered.
- 11.1.1.5. All insurance policies provided by the Contractor shall be issued by insurance companies licensed as admitted insurers in the State of Vermont.
- 11.1.1.5A All insurances provided by the Contractor, whether written on an occurrence or claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment, except that products/completed operation coverage shall be maintained for a minimum period of at least three (3) years after completion.
- 11.1.1.5B All insurance policies provided by the Contractor, except the Workers' Compensation insurance, shall name the Owner and Architect as additional insureds.
- 11.1.1.5C All insurance policies provided by the Contractor shall be written as a primary policy, not contributing with and not in excess of any other insurance applicable to the loss maintained by the Owner and shall contain endorsements providing that
 - (i) the additional insured shall have no liability for premiums and that the policies are not subject to invalidation with respect to the additional insured by reason of any act or omission of the named insured or anyone of whose acts or omission the named insured may be liable,
 - (ii) the additional insured is covered as if a separate policy had been issued to such additional insured, and
 - (iii) the general aggregate limits of the policies apply to this Project only.
- 11.1.1.6 The Contractor shall provide and maintain at the Contractor's expense "installation floater" insurance insuring the Project materials while onsite and in transit.

2. Article 11.1.2 - Please add the following after this item.

- 11.1.2.1 The Contractor shall provide the following Surety Bonds for the benefit of the Owner and maintain them in effect for the duration of this Project:
 - A. Labor & Materials Payment - 100% of the Contract Value
 - B. Performance/Contract Completion - 100% of the Contract Value

3. Article 11.2.1 - Please add the following to this item:

- 11.2.1.1 The Owner shall provide and maintain liability insurance in such amount(s) as the Owner shall determine. If the Contractor is damaged by the failure of the Owner to purchase or maintain such property insurance, then the Owner shall bear all reasonable costs properly attributable thereto, except for property referenced

above under section 11.1.1.4 and property covered under the installation floater insurance under section 11.1.1.6.

- 11.2.1.2 The Owner shall extend its normal property insurance to provide the equivalent of a Builder's Risk policy/coverage for losses occurring to the existing property, building and building contents as well construction materials and equipment stored onsite or those already included into the building. The coverage shall include the General Contractor and Architect as additional insureds.

F. Article 15 - Claims & Disputes

1. Article 15.4 - Arbitration - In general, remove from this section all references that mandate use of the rules/procedures/processes of the American Arbitration Association. The parties shall be free to mutually agree to the use of such rules/procedures or any other variations they wish at the time of such arbitration. The language of the items of the Article will be revised to reflect this approach.

2. Article 15.4 - Arbitration - Modify this item to read as follows:

15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration. The rules of the arbitration process shall generally be the principles and processes of the Construction Industry Arbitration Rules of the American Arbitration Association except that the parties shall select an arbitrator by mutual agreement and may establish other ground rules as the laws of the State of Vermont may allow and as they may mutually agree. The services of the American Arbitration Association will not be used unless the parties mutually agree. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the Architect and the other party to the Contract. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the Architect shall constitute the institution of legal or equitable proceedings based on the Claim.

3. Article 15.4 - Arbitration - Add the following item to this section:

15.4.1.2 Notwithstanding any statute or contract provision allowing an award of attorney's fees or costs of arbitration (including expert witness fees), the arbitrator shall not award attorney's fees or costs of arbitration incurred by a party after that party receives a written settlement offer unless that party obtains a net arbitration award (exclusive of attorney's fees and costs) that is greater than the amount of the settlement offer.

END OF SECTION