
SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.1 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

- A. Where provisions of General Conditions relate to Project administration or work-related requirements of the Contract, those paragraphs are expanded in Division 1 - General Requirements of the Specifications.
- B. General Conditions, Supplementary Conditions and Division 1 - General Requirements contain information necessary for completion of every part of Project.
 - 1. Where items of Work are done under subcontracts, each item shall be subject to these conditions.

1.2 SUPPLEMENTS

- A. The following supplements modify, change, delete from or add to General Conditions of the Contract as indicated in Section 00 72 00 - General Conditions.
- B. Where any part of the General Conditions is modified or deleted by these supplements, unaltered provisions of the modified article, paragraph, subparagraph or clause shall remain in effect.

1.3 ARTICLE 1: GENERAL PROVISIONS

ADD to 1.1 the following definitions:

1.1.9 **Approved:** The terms approved, directed, selected, required, ordered, designated, accepted, acceptable and satisfactory shall require written action by Architect.

1.1.10 **Equal, or Approved Equal:** The terms equal or approved equal shall require requests for substitutions for products or manufacturers not specified; requests for substitutions shall be in accordance with requirements of Section 01 25 00 – Substitution Procedures.

1.1.11 **Furnish:** The term furnish means supply and deliver to Project, unless otherwise defined in greater detail.

1.1.12 **Install:** The term install is used to describe operations at Project, from inspecting and unloading, to completion in place, ready for intended use.

1.1.13 **Provide:** The term provide means furnish and install, complete and ready for intended use, unless otherwise defined in greater detail.

ADD the following to Subparagraph 1.2.1:

1.2.1.1 **Inconsistencies:** In case of an inconsistency between Drawings and Specifications or within other Contract Documents not clarified by addendum, provide better quality or greater quantity of Work in accordance with Architect's interpretation.

1.2.1.2 **Manufacturer Options:** Where manufacturer's offer options for specified products and Contract Documents do not list specific options, provide for best options available and appropriate to applications indicated and clearly indicate options to be selected by Architect with Product Data submittals.

ARTICLE 3: CONTRACTOR

ADD the following to Subparagraph 3.4.2:

3.4.2.1 **Substitutions:** After Contract has been executed, the Owner and Architect will consider formal requests for substitution of products in place of those specified only under conditions set forth in Section 01 25 00 – Substitution Procedures.

ARTICLE 5: SUBCONTRACTS

ADD the following to Paragraph 5.3:

5.3.1 **Materials Suppliers:** For purposes of this Contract materials suppliers shall be considered a Subcontractor regardless of whether or not they perform their portion of the Work at the site.

ARTICLE 9: PAYMENTS AND COMPLETION

ADD the following to 9.3.2.

9.3.2.1 **Stored Materials:** Payments for materials stored off-site will be made, subject to Owner's approval, if Contractor provides invoice, lien release, certificate of insurance covering stored materials, and stores material in approved, bonded warehouse.

ARTICLE 11: INSURANCE AND BONDS

ADD the following to Subparagraph 11.1.2:

11.1.2.1 **Insurance Amounts:** Amount of insurance shall be as approved by Owner. When additional insurance is required, Owner reserves right to negotiate difference in cost directly with Contractor's Insurance Carrier.

ADD the following to 11.1.3:

11.1.3.1 **Certificate of Insurance:** Furnish one copy of each Certificate of Insurance required for each copy of Agreement.

11.1.3.1.1 Form of certificate shall be an approved certificate which specifically sets forth evidence of all coverage required.

11.1.3.1.2 Furnish to Owner copies of any endorsements subsequently issued amending coverage or limits.

11.1.3.2 Upon receipt of any notice of cancellation or alteration, Contractor shall, within five days, procure other policies of insurance similar in all respects to policy or policies about to be canceled or altered.

11.1.3.2.1 If Contractor fails to provide acceptable policies of insurance, Owner may obtain such insurance at cost and expense of Contractor.

ADD to 11.4 the following bond requirements:

11.4.3 **Bonds Values:** Provide 100 percent Performance Bond and Labor and Material Payment Bond, using AIA Document A312, or an approved similar bond.

END OF SECTION