



## **SECTION 00 22 13 - SUPPLEMENTARY CONDITIONS OF THE CONTRACT**

The following supplements amend the Conditions of the Owner-Contractor Agreement. Because the AIA Document A104-2017 (formerly A107-2007) is frequently used as the form of Agreement, Article and Paragraph number designations relate to the A104-2017. These Supplementary Conditions of the Contract shall obtain regardless of the form of the Owner-Contractor Agreement.

### **ARTICLE 4 - PAYMENTS**

4.1.3 Add the following to the existing paragraph, as per the information within the brackets:

Provided that an Application for Payment is received by the Architect not later than the << first >> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the << first >> day of the << following >> month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than << thirty >> (<< 30 >>) days after the Architect receives the Application for Payment.

4.1.4 Add the following to the existing paragraph:

Until the final Application for Payment, the Owner will retain (withhold) ten percent (10%) of the amount of each progress payment due the Contractor for completed portions of the Work.

4.1.5 Add the following to the existing paragraph:

0% zero percent

### **ARTICLE 6 – ENUMERATION OF CONTRACT DOCUMENTS**

6.1.7 In regard to the additional documents as part of the Contract documents, add the following to the existing paragraphs:

- .1 Mark "Exhibit A, Determination of the Cost of the Work." Exhibit A will be the final bid form submitted by the Contractor and used for the A104-2017 document.
- .2 If applicable, any other documentation provided as additional exhibits, as part of the Contract documents, should be listed in this section, including, but not limited to, a Rider to Agreement.



## ARTICLE 9 - CONTRACTOR

### 9.15.3 Add the following paragraphs:

The Architect/Engineer, its members, officers, agents, employees, and representatives shall not be responsible for the Work or the safety of persons and/or property in the vicinity of the Work. To the fullest extent permitted by law, the Contractor shall hold harmless, defend, and indemnify the Architect/Engineer, its members, officers, agents, employees, and representatives from any and all liabilities, claims, demands, and/or suits arising out of the negligence, in whole or in part, or alleged negligence, in whole or in part, of the Contractor, its officers, agents, employees, or subcontractors retained by the Contractor on this Project. The Contractor shall cause all subcontractors to indemnify the Architect/Engineer to this same extent. From the initiation of any claims, demands or suits, arising out of or relating to the Work, the Contractor shall have the obligation to defend the Architect/Engineer, its members, officers, agents, employees, and representatives and pay all costs including reasonable attorneys' fees and expenses associated with the defense of such claims, demands or suits, and the Architect/Engineer shall have the right to select counsel of its choice.

## ARTICLE 10 – ARCHITECT/ENGINEER

### 10.0 Add the following paragraph:

Whenever the term "Architect/Engineer" is used, it shall mean:

RODRIGUEZ + GAMBINO

ARCHITECTURAL BUILDING ENVELOPE CONSULTANTS, D.P.C.

1298 Richmond Road, Staten Island, New York 10304

## ARTICLE 15 – PAYMENTS AND COMPLETION

### 15.6.1 Delete the entire paragraph and substitute the following:

Substantial Completion is the stage in the progress of the Work when, with minor exception, as determined by Architect/Engineer, all items of Work have been completed in accordance with the Contract Documents.

### 15.6.4 Delete the entire paragraph and substitute the following:

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance the Contractor shall submit an Application for Payment for one hundred percent (100%) of the Contract Sum minus previous Applications for Payments and minus retainage.

### 15.7.1 Add the following to the existing paragraph:

The Contractor's final Application for Payment shall be in the amount of the total retainage withheld by the Owner. Final Application for Payment shall be subject to consent of surety, if any.

**ARTICLE 16 – PROTECTION OF PERSONS AND PROPERTY**

16.1 Delete the first paragraph of this section only and substitute the following:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall be solely responsible for the maintenance of sidewalk shed(s) and/or bridging associated with the Project, and for the maintenance of affected pedestrian walkways. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

(For section 16.1, do not remove anything after sub-section .1)

**ARTICLE 17 - INSURANCE AND BONDS**

17.1.2 Liability insurance amounts shall be included in this Section of the A104-2017, where indicated, and as listed in the chart below:

.1	Workers' Compensation:	Statutory
.2	Employer's Liability:	\$1,000,000.00
.3	General Liability:	
	Each Occurrence:	\$1,000,000.00
	Fire Damage:	\$100,000.00
	Medical Expenses:	\$10,000.00
	Personal and Adv. Injury:	\$1,000,000.00
	General Aggregate:	\$2,000,000.00
	Products and Completed Operations:	\$1,000,000.00
.4	Automobile Liability:	
	Combined Single Limit:	\$1,000,000.00
.5	Excess Umbrella:	\$5,000,000.00



## **ARTICLE 17 - INSURANCE AND BONDS (CONTINUED)**

17.1.8 Remove the entire section.

17.1.9 Remove the entire section.

17.2.2 Remove the following entire section, including all sub-sections:

17.2.2 Property Insurance -17.2.3 Other Insurance Provided by the Owner

## **ARTICLE 18 - CORRECTION OF WORK**

18.2 Delete the entire paragraph and substitute the following:

The period referred to as the "period for correction of Work" shall be the period within five years after the date of Substantial Completion of the Work, with the exception of painting or coating of metal or wood for which such period for correction of Work shall be limited to one year.

In addition to the Contractor's obligation under Section 9.4, if, within the period for correction of Work, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

18.4 Delete the entire paragraph and substitute the following:

The period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

18.5 Delete the entire paragraph and substitute the following:

The period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

**END OF SECTION 00 22 13**