

## **SUPPLEMENTAL GENERAL CONDITIONS**

### ***Modifications to AIA Document A201 General Conditions of the Contract for Construction, 1997 and 2007 Editions***

These Supplementary General Conditions are to be considered an Addendum to the AIA Document A201 General Conditions of the Contract for Construction.

#### **ARTICLE 1 – GENERAL PROVISIONS**

##### **1.1 Modifications to Paragraph 1.1 – Basic Definitions**

###### **1.1.9 Add: PHFA**

PHFA is the Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, PA 17101

##### **1.2 Additions to Paragraph 1.2 – Correlation, and Intent of the Contract Documents**

###### **1.2.4 Add: Clearances and Interference**

It shall be understood that the Architect's drawings are diagrammatic. The Mechanical and Electrical Subcontractors shall coordinate with the Contractor in determining the routing of pipelines, ducts and conduits, and locating equipment. Any variations required for conformance to the intent of the diagrammatic drawings shall be made without additional cost. Where there are intersections involving various ducts, piping and equipment, particular consideration shall be given to clearances required for future maintenance and service. Where tight conditions or interference develop, the Contractor shall confer with the Subcontractors whose work is affected to reach an acceptable solution. The suggested solution shall be submitted to the Architect for review and approval. All Contractors are deemed to have taken into consideration that interference will occur and it shall be understood that extras for necessary variations will not be considered. The Contractor and all Subcontractors shall verify measurements at the site.

###### **1.2.5 Add: Standard of Quality**

The various materials and products contained in the specifications are given to establish a standard of quality and price. It is not intended that the Contractor be limited to one (1) product. Where proprietary names are used, whether or not followed by the words "or approved equal", other products of a reputable manufacturer may be substituted, provided they are of equal quality and will perform the same function. The prior approval for material and product substitutions is required by the Architect and PHFA.

#### **ARTICLE 2 – OWNER**

##### **1.3 Modification to Paragraph 2.3 – Owner's Right to Stop the Work**

**2.3.1** Insert the words: "with PHFA's written approval" after the word "Owner" in the first sentence. In the last sentence, omit the words "except to the extent required by subparagraph 6.1.3."

##### **2.4 Modifications to Paragraph 2.4 – Owner's Right to Carry Out the Work**

- 2.4.1** Insert the words: “with PHFA’s written approval” after the words “the Owner may” in the first sentence and after the word “Architect” in the third sentence (fourth sentence in 1997 Edition).

Add the following at the end of subparagraph 2.4.1:

Default under this section constitutes default under the Contractor’s Payment and Performance Bond or Letter of Credit and Owner shall have whatever rights provided thereunder.

## **ARTICLE 3 – CONTRACTOR**

### **3.5 Addition to Paragraph 3.5 - Warranty**

#### **3.5.2 Add:**

The Contractor shall furnish to the Architect for transmittal to the Owner and PHFA, written warranty against defective workmanship and materials for all Work included in the Contract Documents and all Work authorized by field or change orders as listed in the PHFA Warranty, Guarantee, and Manual Requirements, and all other warranties specified in the Contract Documents.

### **3.10 Modification to Paragraph 3.10 – Contractor’s Construction Schedules**

#### **3.10.1 Delete in its entirety and substitute the following:**

Within fifteen (15) days after award of the Construction Contract, the Contractor shall submit a construction schedule to the Architect in a form approved by PHFA. The schedule shall show the Work to be performed and the projected time of completion of each specified section of Work. The schedule shall be revised and resubmitted to the Architect at each Payout Meeting. The Architect shall provide two copies of the revised schedule to PHFA’s Technical Services Representative at the development.

### **3.11 Modification to Paragraph 3.11 – Documents and Samples at the Site**

#### **3.11.2 Add: Photographs**

The Contractor shall have six (6) views of the building(s) taken each month and six (6) views upon final completion. Photographs shall show the progress of the Work and shall be 8” x 10” prints. Two (2) copies of all prints shall be given to the Architect and two (2) copies of all prints shall be given to PHFA’s Technical Services Representative. Interior and exterior views shall be included as appropriate to the type and stage of construction. This requirement may be waived for developments consisting of eleven (11) dwelling units or less.

### **3.12 Modifications and Additions to Paragraph 3.12 – Shop Drawings, Product Data and Samples**

#### **3.12.1 Add the following:**

The Contractor shall submit a minimum of three (3) copies of all required shop and erection drawings and catalogue cuts to the Architect.

The Architect shall be allowed a minimum of ten (10) working days for review and approval.

(In the 1997 Edition, add the following at the end of the subparagraph 3.12.1: One (1) approved copy shall be retained by the Architect, one (1) copy shall be provided to PHFA's Technical Services Representative, and one (1) copy shall be returned to the Contractor. The Contractor may submit as many additional copies as required for his subcontractors and/or vendors or the Architect)

**3.12.2** Add the following:

The product data shall include operating, maintenance and installation manuals for all materials, equipment and appliances furnished on the Development. A list of names, addresses and telephone numbers of all Subcontractors, Manufacturers and Distributors shall also be submitted to the Architect.

**3.12.11** Add: Samples and Color Chart

The Contractor shall obtain from appropriate Subcontractors and Material Suppliers, the manufacturer's color selections or physical samples for all materials requiring color selection for submission to the Architect. The Architect shall then prepare a complete color chart to be kept in the construction field office for the duration of construction.

**3.12.12** Add: As-Built Drawings (Permanent Record Drawings)

Throughout the progress of construction, the Contractor shall mark up a set of Record Drawings (prints) recording all changes that job conditions require, and which are not shown on the Contract Drawings. At the completion of the Development, the set of marked-up drawings shall be delivered to the Architect in good legible condition. Final payment shall not be made until completed Record Drawings are submitted to the Architect.

**3.12.13** Add: Record (As-Built) Site Drawing

Upon the actual completion date the Contractor shall furnish to the Owner, the title insurer and PHFA a site drawing showing all improvements including buildings, site work, utility lines and mains, and easements on the site.

**3.18** **Modification to Paragraph 3.18 - Indemnification**

**3.18.1** In the first sentence, after the words "the Owner" insert "PHFA".

**ARTICLE 4 – ADMINISTRATION OF THE CONTRACT**

**4.2** **Modifications and Addition to Paragraph 4.2 – Architect's Administration of the Contract**

**4.2.2** In the first sentence after the word "Owner" (after the word "operations" in the 1997 Edition) insert the words "but not less than once every two weeks".

At the end of subparagraph 4.2.2 add the following:

After each site visit the Architect shall promptly furnish reports to the Owner and PHFA detailing the progress, problems, omissions, substitutions, defects and deficiencies noted in the Work. The Architect shall periodically observe, as often as the nature of the Work requires, but not less than once every two weeks, the following items of Work: completion of excavation, erection of forms and reinforcing, pouring of concrete and setting openings, sleeves and inserts, installation of insulation, mechanical and electrical trades before their Work is covered, installation of utility service entries, machinery and equipment, and the testing of the machinery and equipment.

- 4.2.5** Delete the period and insert a comma at the end of the Paragraph and add:

Subject to the approval of PHFA and as prescribed under Article 2 of PHFA's Addendum to the AIA Documents A101 and A201, 1997 and 2007 Editions.

- 4.2.9** Delete subparagraph and substitute:

The Architect, PHFA's Technical Services Representative, the Owner and the Contractor shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Contractor shall compile and forward all warranties and related documents, including material quantity take-offs as required by the Contract Documents, to the Architect. Upon receipt of said documents, the Architect shall forward the warranties and related documents to the Owner and to PHFA for their records. The Architect shall issue a final Certificate of Payment upon compliance with all requirements of the Contract Documents.

- 4.2.15 (4.2.14 in the 1997 Edition)** Add: As-Built Drawings

Upon final completion of construction, the Architect shall provide two (2) sets of as-built prints, based on the Contractor's record drawings (3.12.13) indicating all changes made during construction.

## **ARTICLE 5 – SUBCONTRACTORS**

### **5.2 Modifications for Paragraph 5.2 – Award of Subcontracts and Other Contracts for Portions of the Work**

- 5.2.1** In the first sentence after the word "Owner" insert the words "and PHFA". In the second sentence after the word "Owner", insert a comma and the word "PHFA". In the third sentence after the word "Owner" insert a comma and the word "PHFA".
- 5.2.2** In the first sentence after the word "Owner" insert a comma and the word "PHFA".
- 5.2.3** In the first sentence, after the word "Owner" delete the word "or" and insert a comma, and after the word "Architect" add the words "or PHFA". After the first sentence delete the remainder of the paragraph.

- 5.2.4 In the first sentence, after the word “Owner”, delete the word “or” insert a comma, and after the word “Architect” insert “or PHFA”.

**5.3 Modification to Paragraph 5.3 – Subcontractual Relations**

- 5.3.1 In the first and second sentences, after the word “Owner”, insert a comma and add the words “PHFA”. In the third sentence, delete the words “Where appropriate”.

**ARTICLE 6 – DELETE ENTIRE ARTICLE**

**ARTICLE 7 – CHANGES IN THE WORK**

**7.1 Modification to Paragraph 7.1 – Changes**

- 7.1.2 In the first sentence, after the word “Contractor” insert a comma and add the word “PHFA”.

**7.3 Modification to Paragraph 7.3**

**7.3.11 (7.3.10 in 1997 Edition)**

Add: All Change Orders increasing the contract sum shall be accompanied by a check from the Owner for the full amount of the increase. The check shall be payable to PHFA.

**ARTICLE 8 – TIME**

**8.2 Addition to Paragraph 8.2 – Progress and Completion**

**8.2.4 Add:**

Prior to commence of construction, Owner and/or Contractor must notify PHFA of the anticipated date of construction start. Upon start of construction, PHFA’s Technical Services Representative will conduct periodic on-site development inspections to determining quality of Work in progress and schedule compliance.

**8.3 Modification and Addition to Paragraph 8.3 – Delays and Extensions of Time**

- 8.3.1 In the first sentence, after the words “causes that the Architect” add “and PHFA”.

**ARTICLE 9 – PAYMENTS AND COMPLETION**

**9.2 Modification to Paragraph 9.2 – Schedule of Values**

- 9.2.1 In the first sentence, after the words “the Architect” add the words “or PHFA”.

**9.3 Modification to Paragraph 9.3 – Applications for Payment**

- 9.3.1 In the first sentence, after the word “Architect” insert the words “and PHFA”. In the second sentence, after the word “Owner”, insert a comma and add the word “PHFA”.

- 9.3.2 Modify subparagraph 9.3.2 to read:

Payment may be made for stored materials and equipment, if approved in advance by the Owner and PHFA, only if the materials and equipment are stored on site and are scheduled to become a part of the permanent structure within 30 days. Payment for the materials and equipment shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner and PHFA to establish the Owner's title to such materials and equipment or otherwise protect the Owner's and PHFA's interest.

**9.6 Modifications to Paragraph 9.6 – Progress Payment**

**9.6.1** Modify subparagraph 9.6.1 to read:

After the Architect has issued a Certificate for Payment and PHFA has reviewed and approved the Contractor's request for payment, PHFA (on behalf of the Owner) shall make payment in the manner and within the time provided in the Contract Documents.

**9.6.4** Delete the last sentence and replace with the following:

(In the 1997 Edition, modify the paragraph to read as follows:)

Upon disbursement to the Contractor, neither the Owner, PHFA, or the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

**9.8 Modification to Paragraph 9.8 – Substantial Completion**

**9.8.3** In the first sentence 1, after the word "Architect" add the words "together with PHFA".

**9.9 Modifications to Paragraph 9.9 – Partial Occupancy or Use**

**9.9.1** In the first sentence, after the numbers "11.3.1.5" ("11.4.1.5" in the 1997 Edition) add a comma and the word "PHFA".

**9.9.2** In the first sentence, after the word "Owner" add a comma and the word "PHFA".

**9.10 Modifications to Paragraph 9.10 – Final Completion and Final Payment**

**9.10.1** On line 8, delete the period after the word "payable" and insert the following language: "subject to the approval of PHFA under Article 2 of PHFA's Addendum to the AIA documents A101 and A201, 1997 and 2007 Editions."

**9.10.2** In the first sentence, at two locations in item (5), after the word "Owner", insert the words "or PHFA". Delete the second sentence and replace with the following: "If a subcontractor refuses to furnish a release or waiver required by the Owner or PHFA, the Contractor shall furnish cash, a letter of credit, or bond satisfactory to the Owner and PHFA to indemnify the Owner and PHFA against such lien".

**9.10.3** At the end of the first sentence, after the word "accepted" add a comma and the following, "subject to the approval of PHFA under

Article 2 of PHFA's Addendum to the AIA documents A101 and A201, 1997 and 2007 Edition."

## **ARTICLE 11 – INSURANCE AND BONDS**

### **11.1 Modification to Paragraph 11.1 – Contractor's Liability Insurance**

**11.1.1** In the first sentence, after the word "located" add "subject to PHFA's approval and in accordance with the limits of liability required by PHFA."

**11.1.3.** At two locations in the first sentence, following the words "the Owner" add "and PHFA".

### **11.3 (Modification to Paragraph 11.3 – Project Management Protective Liability Insurance - Applies to 1997 Edition only)**

**11.3.3** (In the 1997 Edition, delete this paragraph in its entirety).

### **11.4 Modifications to Paragraph 11.4 – Property Insurance**

**11.4.1** Delete entirely and insert the following:

The Owner shall purchase and maintain "all risk" property insurance upon the entire Work at the site excepting stored materials that are not the property of the Owner. This insurance shall be in the amount of the full insurable value of the Work and shall include the interests of the Owner and Contractor. The Contractor, Subcontractors, and Sub-subcontractors shall be responsible for insuring all stored materials not permanently incorporated into the Work for physical loss or damage to their full insurable value.

**11.3.1.3 (11.4.1.3 in the 1997 Edition)** Delete entirely and replace with the following:

The General Contractor shall pay the Owner's deductible costs for all losses caused by the General Contractor and claimed on the Owner's "all risk" insurance for this development.

## **ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK**

### **12.1 Modifications to Paragraph 12.1 – Uncovering of Work**

**12.1.1** At two locations in the first sentence, after the word "Architect's" insert the words "or PHFA's".

**12.1.2** In the first sentence, after the word "Architect" insert the words "or PHFA".

### **12.2 Modifications to Paragraph 12.2 – Correction of Work**

**12.2.1** Before or After Substantial Completion:

**12.2.1.1** In the first sentence, after the word "Architect" insert the words "or PHFA".

**12.2.2** After Substantial Completion:

**12.2.2.1** In the first, second, third and fourth sentences, after the word “Owner” insert the words “or PHFA”.

**12.3** **Modification to Paragraph 12.3 – Acceptance of Nonconforming Work**

**12.3.1** In the first sentence, after the words “the Owner may do so” insert “subject to the approval of PHFA”.

**ARTICLE 13 – MISCELLANEOUS PROVISIONS**

**13.5** **Modifications to Paragraph 13.5 – Tests and Inspections**

**13.5.1** In the second sentence, after the word “approvals” delete period and add “unless otherwise designated as the Owner’s responsibility”. At the end of the paragraph add “copies of all test results shall be furnished to the Owner, Architect, and PHFA. Tests are required for, but not limited to, soil bearing and concrete. All testing shall be in conformance with ASTM Specifications.”

**13.5.7** Add: Testing Laboratory

All testing laboratories must be approved by the Architect. The name of the laboratory, together with a copy of the inspection report by the National Bureau of Standards, Washington, D.C., may be required at PHFA’s discretion.

**ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1** **Modification to Paragraph 14.1 – Termination by the Contractor**

**14.1.1** In the first sentence, after the first time the word “Contractor” appears, insert “upon seven (7) days written notice to the Owner, the Architect, and PHFA”.