

SUPPLEMENTARY CONDITIONS

Regarding all contracts using TN Higher Education Conditions for General Work

MODIFICATIONS TO

00 72 13 for General Work
(a modified AIA Document A201-2007)

GENERAL CONDITIONS

OF THE CONTRACT FOR CONSTRUCTION

The following supplements modify, change, delete from or add to "General Conditions of the Contract for Construction", and any other Conditions preceding these by section number for this Contract. Where a portion of Conditions is altered by these Conditions, the unaltered portion shall remain in effect.

----- ARTICLE 1 ----- GENERAL PROVISIONS

Add the following section:

1.1.4 The Project

Add to this section:

The Project is identified in the first page of the Agreement with an Owner's project number in the format of 999/999-99-9999XX. This project number may differ from the number as used on other Contract Documents. This Owner's project number is to be shown in all correspondence related to the project.

----- ARTICLE 3 ----- CONTRACTOR

3.4.7 Prevailing Wage Scale:

Delete this section in its entirety.

Add the following section:

3.21 Financial Records:

3.21.1 The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable

time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

----- ARTICLE 9 ----- PAYMENTS and COMPLETION

9.10.6 Add: "If there is no Contract Bond, the final Certificate may be withheld until the prospect of final payment is advertised 30 days for the benefit of those to whom the Contractor may be indebted."

----- ARTICLE 11 ----- INSURANCE and BONDS

11.1.1.5 Delete "other than to the Work itself".

Add the following section:

11.1.2.6 **Builder's Risk Insurance** (BRI) for the full amount of the Contract Sum, unless the Work consists entirely of hazardous materials abatement or other demolition with no constructive patching or renovating, in which case there will be no BRI.

11.3.1 Delete first sentence and substitute:

"The Contractor shall purchase from and maintain, with a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum plus value of subsequent Contract modifications for the covered project at the site on a replacement cost basis."

11.3.1.1 Delete the last two sentences and substitute, "Any deductibles shall be the responsibility of the Contractor."

11.3.1.2 Delete this section.

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11.3.1.4 Delete the clause in its entirety and substitute: This property insurance shall cover portions of the work stored off the site and also portions of the work in transit. The Contractor shall present a certificate of insurance demonstrating coverage of the property stored off the site or in transit at the time payment for that portion of the work is presented.

11.3.2 At beginning of first sentence delete “The Owner shall purchase...” and

substitute “The Contractor shall purchase...”.

11.3.6 Substitute all references to “Owner” with “Contractor”, and substitute all references to “Contractor” with “Owner”.

11.3.8 Delete clause.

11.3.9 At the end of the section delete all after “shall be performed by the Contractor”.

END OF SECTION