

SUPPLEMENTARY GENERAL CONDITIONS

For valuable consideration, the Owner and the Contractor agree to the following modifications to the AIA A201-2017 General Conditions with the intent that these Supplementary General Conditions prevail over conflicting text in the General Conditions:

1. Insert the following at the end of existing Section 3.5.2:
Contractor shall furnish to the Owner sufficient quantities of all manufacturer's standard warranties and all other warranties required by the Contract Documents as a condition precedent to Substantial Completion.

2. Insert the following at the end of existing Section 3.11:
At the completion of the Work, the Contractor shall submit to the Owner for approval one (1) complete set of as-built drawings. The Contractor also shall prepare one (1) complete set of manufacturer's catalogs, instructions, and other similar data, including the necessary photographic charts, diagrams, and the like, covering all pneumatic devices furnished and/or installed. These materials are intended to serve to instruct and assist personnel in the care, operation, maintenance and repair of all such devices.

3. Delete Section 3.18.1 and replace it with the following:
To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend and hold harmless the Owner, any subsidiary, parent or affiliate of the Owner, and their respective officers, directors, employees, consultants, agents and attorneys (collectively, the "Indemnified Parties"), from and against all third-party claims, damages, losses, expenses, fines and penalties, including but not limited to reasonable attorneys' fees, arising out of or resulting from (1) the performance or nonperformance of the Work, (2) breach of any of the Contractor's obligations under the Contract Documents, or (3) the acts or omissions of the Contractor, the Subcontractors, Sub-subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible (each, a "Responsible Party"), but in the case of subparts (1) and (3) of this Subparagraph 3.18.1, only to the extent resulting from the negligent or wrongful acts or omissions of the Contractor, or another Responsible Party, and regardless of whether or not such claim, damage, loss, expense, fine or penalty is caused in part by an Indemnified Party.

4. Insert new Section 3.19 Participation.

The Contractor shall obtain participation by Minority Business Enterprises and Women-Owned Business Enterprises certified by the City of Baltimore and/or the State of Maryland to equal or exceed twenty five percent (25%) of the Contract Sum. The Contractor shall report monthly on its compliance with this participation requirement

utilizing the reporting forms and certifications prepared by the Maryland State Office of Minority Business Affairs.

5. Delete the second sentence of Section 4.2.4.

6. Replace Section 8.3.1 with the following:

If the critical path of the Project is delayed at any time by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by, fire, unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which the Owner determines may justify delay and exist without the fault or responsibility of Contractor, its agents, employees, subcontractors or suppliers at any tier, then the Contract Time shall be extended by Change Order by the number of days by which the critical path to Project completion has been delayed by the event giving rise to the extension provided that the Contractor cannot mitigate such delays through reasonable efforts. Strict compliance with applicable provisions of Section 15.1.6, as modified, shall be a condition precedent to any extension of the Contract Time.

7. Add new Section 9.3.4 as follows:

The Contractor shall attach to each Application for Payment its acknowledgment of payment and its certification that all subcontractors and suppliers shall be paid for work done and materials, equipment or fixtures furnished through the date covered by the payment received for the previous Applications for Payment as well as a waiver of the right to claim a mechanic's lien for all work done and materials, equipment and fixtures furnished that were covered by the previous payment on the form attached hereto as Exhibit B-1. In addition, the Application shall include such other certifications or evidence supporting the Contractor's right to payment as the Owner may reasonably require. If an intention to file a mechanic's lien is served or a mechanic's lien is filed or claimed against the Project by any Subcontractor, Sub-subcontractor, laborer or supplier of work or materials to the Project, the Contractor, upon demand by the Owner, shall defend, indemnify, and hold harmless the interests of the Owner in the Project against such lien and bond such lien so as to afford to the Owner clear title to the Project unless such lien arises directly as a result of the Owner's failure to make payments as provided in the Contract Documents.

8. In Section 9.7 in all locations, change "seven" to "fifteen".

9. Replace Section 9.10.2 with the following:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing

that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) all final and unconditional governmental or other approvals required for occupancy of the Project, (7) a set of as-built drawings and (8) a sworn statement of Contractor and final lien waiver on the form attached hereto as Exhibit B-2, duly executed and certifying that all subcontractors and suppliers have been paid in full and have given final lien waivers and sworn statements and lien waivers from all subcontractors and material suppliers. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

10. Replace Section 9.10.4 with the following:

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; and
- .4 continuing obligations, liabilities or responsibilities of Contractor including, without limitation, Contractor's warranties and all obligations under the Contract Documents to indemnify Owner or Indemnified Parties.

11. In Section 11.1.1 change "Agreement or elsewhere in the Contract Documents" in the first sentence to "Supplementary General Conditions Exhibit A Insurance Requirements for Contractor".

12. Delete Section 11.1.2 and replace it with the following:

The Contractor shall provide payment and performance bonds in the penal sum of 100% of the Contract Price from a surety or sureties acceptable to the Owner. The bond forms shall be AIA A312. The surety or sureties shall appear on Treasury Department Circular 570 with approval to issue bonds in the amount required hereunder. The Owner's receipt of the fully executed bonds is a condition precedent to the Owner's obligation to make any further payments otherwise due hereunder. Any decrease in

the Contract Price shall not reduce the penal amount of the bond unless specifically provided for in said Change Order and Owner shall be entitled a pro rata refund of premiums paid for the bond in that event. If the surety thereon becomes insolvent or if its right to do business or license to issue bonds in the state in which the project is located is revoked, the Contractor shall immediately notify Owner of such event and within 3 days following notification furnish alternative bonds in conformance with this Paragraph. If the Contractor fails to post replacement bonds, the Owner shall have the right, at its option, to terminate the Contractor for default and the Contractor and its surety shall remain liable for all obligations hereunder.

13. In Section 11.2.1, insert at the end "Owner to carry builders risk insurance."

14. Delete Section 11.4.

15. In Section 13.1 delete "If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.".

16. In Section 14.1.3 third line, delete the word "not".

17. In Section 14.2.2 delete "and upon certification by the Architect that sufficient cause exists to justify such action,".

18. Replace Section 14.4.3 with the following:

In the event of a termination under this Section 14.4, the Contractor shall be entitled to its costs of the work plus ten percent for overhead and profit on such costs, but in no event shall such payment exceed the Contract Price as adjusted minus a reasonable sum representing the fair value of the Work not performed prior to termination. The Contractor shall not be entitled to anticipated overhead or profit or other damages of any nature for any termination under this Section 14.4. In the event Owner terminates Contractor for any cause under the terms of this Contract and it is later determined that such termination for cause was not justified or proper, such termination for cause shall automatically be converted to a termination for convenience under this Section 14.4 as Contractor's sole and exclusive remedy.

19. Delete Sections 15.1.2 and 15.1.5 and replace Section 15.1.5 with the following:

If the Contractor wishes to make Claim for an increase in the Contract Price, the Contractor shall give Owner written notice within five (5) days after the occurrence of the event giving rise to such Claim and before Contractor proceeds to perform any additional Work. Within fifteen (15) days after providing such notice, Contractor shall submit to Owner a written statement explaining in detail (i) the nature and cause of the Claim; (ii) an itemized and substantiated statement of the time extension or claim amount requested, or, if information is insufficient to do so, a reasonable estimate of the time extension or claim amount supported by such documentation as Owner may

request. Contractor's Claims that fail to comply with this Section 15.1.5 shall be deemed to have been waived the parties agreeing that the Owner will be prejudiced as a result of the loss of opportunity to investigate, determine alternatives, monitor costs, or mitigate the resulting expenses. All Claims made by the Contractor or any Subcontractor or Sub Subcontractor must be accompanied by a certification by Contractor stating that the Claim is made in good faith, the supporting information is accurate and complete to the best of Contractor's knowledge and belief, and that the amount requested accurately reflects the adjustment of the Contract Price or time extension for which the Contractor believes the Owner is liable. Written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

20. Delete Section 15.1.6 and replace it with the following:
 If the Contractor wishes to make Claim for an increase in the Contract Time, Contractor shall give written notice and a critical path time impact analysis as provided in Section 15.1.5. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. The Contract Price shall not be increased for a Claim for additional time for adverse weather conditions.

21. Delete Section 15.1.7 in its entirety.

22. Delete Sections 15.2, 15.3, and 15.4 in their entirety. See Exhibit C for Dispute Resolution Procedures.

23. The allowable mark-up for combined overhead and profit for work performed by the Contractor on a time and material basis utilizing his own forces shall be based on the following schedule:

VALUE OF WORK	COMBINED OVERHEAD & PROFIT
\$0 - \$ 5,000.00	15%
\$5,000.01 - \$25,000.00	10%
Over \$25,000.00	Negotiated, but not more than 5%

On work partly or solely performed by a Subcontractor, the Contractor will be allowed five (5%) of the total cost of the Subcontractor's labor, materials, overhead and profit only. For work done by a Subcontractor, the Subcontractor shall be entitled to charge 10% for overhead and 5% profit to which the Contractor may add an additional 5% for his overhead and profit combined. For work performed by a Subcontractor, and all tiers thereafter, the pattern established above shall be repeated but in any case the maximum total mark-up shall be no more than 20% above actual cost. Overhead and Profit shall include cost of supervision, small tools, insurance, employee's benefits, home office overhead, and all such administrative costs related to the change.

Duly executed effective this _ day of 2020.

Owner:

Contractor:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	each employee \$1,000,000 bodily injury by accident each employee \$1,000,000 bodily injury by disease policy limit \$1,000,000 bodily injury by disease

General Liability, written on an occurrence form, with minimum limits of coverage of:

\$1,000,000	each occurrence
\$3,000,000	general aggregate

Coverage must include

\$1,000,000	Bodily Injury and Property damage each occurrence
\$1,000,000	personal injury and advertising injury each occurrence
\$1,000,000	products/completed operations

- **Business Automobile Liability** coverage with combined single limit of \$1,000,000
- **Contractors' Professional Liability (General Contractor, Sub-contractor, Architect, Engineer, etc.)** coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate
- **Umbrella/Excess Liability** coverage on an occurrence form with minimum limits of \$10,000,000 per occurrence and aggregate
- **Cyber Liability:** If a Business Associate Agreement is executed, Cyber liability coverage is required in accordance with that agreement.

UMMS and Owner shall be named as an additional insured on each of said policies (excepting Workers' Compensation) which includes a thirty (30) day notice of cancellation endorsement

Contractor shall provide Certificate(s) of Insurance, evidencing said coverages at execution of the Agreement, and annually thereafter.

In the event the Contractor fails to maintain and keep in force insurance requirements as herein provided, Owner shall have the right to cancel and terminate the contract.

The insurance requirements contained herein are not subject to changes in, or modifications of, coverages, forms and/or limits without prior approval by the Owner.

All insurance policies shall be issued by Companies who hold a current policyholder's alphabet and financial size category rating of not less than an A- (X) according to Best's insurance reports.

Insurance shall be at the sole expense of the Contractor, and shall continue during the term of any resulting Contract.

Contractor shall include all subcontractors as insureds under its policies or shall be responsible of verifying and maintaining the Certificate(s) of Insurance provided by each subcontractor. Subcontractors

shall be subject to all of the insurance requirements stated herein, with limits of insurance at Contractor's discretion.

The Contractor shall secure, pay for, and maintain property insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, stagings, towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner or its agents and employees for any loss, and the Owner and its agents and employees shall have no liability therefor. The insurance policy for such the Contractor's insurance shall include a waiver of subrogation as follows:

"It is agreed that, in no event, shall this insurance company have any right of recovery against Owner, The University of Maryland Medical System Corporation, or any other additional insured."

The insurance requirements contained herein are not subject to changes in, or modifications of, coverages, forms and/or limits without prior approval by the Owner. Contractor shall provide Owner with certification by a properly qualified representative of the insurer that Contractor's insurance complies with the requirements of this Exhibit. The certificate evidencing the amount and type of insurance must be sent to the Owner's representative within fifteen (15) days of acceptance of this Contract.

Any type of insurance or any increase of its limits of liability not described above which the Contractor requires for its own protection, or on account of statute, shall be its own responsibility and at its own expense.

EXHIBIT B-1
WAIVERS OF LIEN
RELEASE AND AFFIDAVIT FOR PROGRESS PAYMENT

On this _____ day of _____, 202_, ("Contractor"), for and in consideration of the payment made of ___ (\$ _____) by University of Maryland Medical System Corporation ("Owner") to the Contractor for work performed and/or labor, equipment or materials supplied in the construction of (the "Project") does hereby certify that it has received payment in full (except retainage) and does hereby release and discharge Owner and its officers, directors, agents, employees, or affiliates from any and all costs, debts, demands, liabilities, changes, additional compensation, causes of action, actions, or claims of any nature whatsoever that the Contractor has now or may assert hereafter arising from or relating to the work performed by Contractor to **[INSERT date of the requisition for which this payment is made]**, except retainage. The Contractor hereby waives and releases the Owner of the real estate and of any improvements thereon of all rights that the undersigned may now have or may hereafter have to file a lien or assert any claim with regard to the Project through said date, except for retainage. The Contractor further warrants that it has not and will not assign any claim for payment or right to perfect a lien against the property or any bond rights and that the undersigned representative of the Contractor has the right to execute this document. Specifically describe all exceptions, if any, here: **[List all exceptions such as specific unresolved change orders here - vague references to claims, equitable adjustments, or pending change orders not specifically listed are not acceptable and payment will be delayed].**

The Contractor does hereby certify and warrant that all persons who have supplied labor, materials, equipment, or services to the Contractor or any subcontractor of the Contractor for the Project have been paid in full out of all prior payments received and will be paid in full out of this payment, including all pension fund and employee tax or benefit contributions, and that none of such persons have any claim, bond claim, demand, or lien against the Project or Owner and further that no chattel mortgage, conditional bill of sale, retention of title, or security agreement has been given or executed, for or in connection with any materials, appliances, machinery, fixtures, or furnishings for or about the project by or on behalf of the Contractor. It is further certified and warranted that the Contractor has paid and assumes full responsibility for any and all sales and/or use taxes and all other taxes applicable and all pension fund and employee benefit contributions in connection with its operations for this project. The Contractor shall indemnify and hold harmless Owner for all costs, claims, liabilities, expenses (including attorney's fees), or damages of any nature arising out of or relating to any breach of any certification or warranty contained herein.

CONTRACTOR:

By: (x) _____
Name/Title: _____

The person executing this Release and Affidavit on behalf of Contractor on oath says that he/she has read the foregoing affidavit by him/her subscribed; has personal knowledge of the facts set forth therein; that he/she is the person authorized to make oath thereto; and that the statements therein are true and correct.

Subscribed and sworn to me this ___ day of _____, 202_.

Notary Public _____ My Commission Expires _____

EXHIBIT - B-2
RELEASE AND AFFIDAVIT FOR FINAL PAYMENT

On this _____ day of _____, 202_, ("Contractor"), for and in consideration of the final payment made of _____ (\$ _____) as well as all prior payments by University of Maryland Medical System Corporation ("Owner") to the Contractor for work performed and/or labor, equipment or materials supplied in the construction of (the "Project") does hereby certify that it has received payment in full and does hereby release and discharge Owner and its officers, directors, agents, employees, or affiliates from any and all costs, debts, demands, liabilities, changes, additional compensation, causes of action, actions, or claims of any nature whatsoever that the Contractor has now or may assert hereafter arising from or relating to the work performed by Contractor. The Contractor hereby waives and releases the Owner of the real estate and of any improvements thereon of all rights that the undersigned may now have or may hereafter have to file any lien or assert any claim with regard to the Project. The Contractor further warrants that it has not and will not assign any claim for payment or right to perfect a lien against the property or any bond rights and that the undersigned representative of the Contractor has the right to execute this document.

The Contractor does hereby certify and warrant that all persons who have supplied labor, materials, equipment, or services to the Contractor or any subcontractor of the Contractor for the Project have been paid in full out of all prior payments received and will be paid in full out of this payment, including all pension fund and employee tax or benefit contributions, and that none of such persons have any claim, bond claim, demand, or lien against the Project or Owner and further that no chattel mortgage, conditional bill of sale, retention of title, or security agreement has been given or executed, for or in connection with any materials, appliances, machinery, fixtures, or furnishings for or about the project by or on behalf of the Contractor. It is further certified and warranted that the Contractor has paid and assumes full responsibility for any and all sales and/or use taxes and all other taxes applicable and all pension fund and employee benefit contributions in connection with its operations for this project. The Contractor shall indemnify and hold harmless Owner for all costs, claims, liabilities, expenses (including attorney's fees), or damages of any nature arising out of or relating to any breach of any certification or warranty contained herein.

CONTRACTOR:

By: _____
Name/Title: _____

The person executing this Release and Affidavit on behalf of Contractor on oath says that he/she has read the foregoing affidavit by him/her subscribed; has personal knowledge of the facts set forth therein; that he/she is the person authorized to make oath thereto; and that the statements therein are true and correct.

Subscribed and sworn to me this ___ day of _____, 202_.

Notary Public _____ My Commission Expires _____

EXHIBIT C
DISPUTE RESOLUTION PROVISION

If a dispute arises among the parties in connection with this Agreement, including an alleged breach of any representation, warranty or covenant (the "Dispute"), the parties agree to use the procedure set forth below in good faith prior to pursuing judicial remedies.

Within ten (10) days after any party gives written notice of a Dispute to the other party, a meeting shall be held between representatives from each party who have decision-making authority to resolve the Dispute (subject to board of directors or equivalent approval, if required). The representatives will attempt in good faith to negotiate a resolution of the Dispute within thirty (30) days. After thirty (30) days, if the parties have been unable to resolve the Dispute, then both parties may pursue other remedies.

Waiver of or failure to exercise any right or remedy under this Agreement, at law, or in equity, by either party shall not restrict or limit the future exercise of that right or remedy, or the exercise of any other right or remedy.