

SUPPLEMENTARY GENERAL CONDITIONS

1. Add the following:

All submittals for color selections, to be made by the Architect for the entire project shall be submitted at the same time within 45 days from the "Notice to Proceed". Piece-meal submittals for color selection will not be permitted.

**Provide as follows unless otherwise specified:**

- a. All digital submittals shall be sent to the Architect no later than 45 calendar days from "Notice To Proceed" to McCarty Holsaple McCarty, Inc. 550 W. Main Street, Suite 300, Knoxville, TN 37902
- b. Paper submittals may be required by the Architect. Contractor and subcontractors shall be notified at the Pre-Construction Conference if this shall be implemented.
- c. Submittals regarding mechanical, plumbing, electrical and structural items shall be sent directly to the Engineer of record (see cover sheet of the specification for address). A digital copy of the transmittal shall be sent to the Architect at the following email address: McCarty Holsaple McCarty, Inc. 550 W. Main Street, Suite 300, Knoxville, TN 37902

2. Add the following:

"If the bidder desires to substitute an "equal", he must secure written approval by the Architect of qualification to bid ten (10) days prior to date.

On all items specified as or equal substitutions must be submitted to the Architect ten (10) days prior to bid opening and Architect will act on substitution five (5) days prior to bids and notify all Contractors.

**The request for substitutions are to be filled out completely and must be received prior to bid. Any subcontractor and/or material supplier that was not "approved" and their price is used at bid time will be the Contractors problem to absorb any cost associated with the use of a "non-approved material or equipment. If the "approval" is not listed in the addendum, then the "approval" is not accepted.**

3. SUBSTANTIAL COMPLETION

Add the following:

All manufactures warranties shall commence on the date as set forth on the Substantial Completion Form, no exceptions.

Contractor shall furnish to the Architect a written letter of "notification" that all "Punch List" items have been completed prior to re-inspection.

4. Special Warranties:

Change as follows:

- (1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

5. Applicable Codes:

2017 National Electrical Code  
2018 International Plumbing Code  
2018 International Mechanical Code  
2018 International Fuel Gas Code  
2018 International Fire Code  
2018 International Building Code

ANSI A117.1-2009 Accessible and Usable Buildings and Facilities

6. **Liquidated damages will be assessed at a rate of 6% per annum.**

7. If this contract extends thirty (30) days past Schedule Completion Date, Owner shall deduct from the Contractor's final payment, a sum equal to the additional expense incurred by the Owner for the Architect for contract administration past scheduled completion date.

8. Prior to final acceptance by the Owner, the Contractor shall furnish a letter to the Owner, certifying that the material used on this project contained no asbestos.

9. **ADA Compliance.** With regard to the services performed under this Agreement, Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Contractor, its employees, agents or representatives that violates the ADA. Contractor agrees that the City will not be responsible for any costs or expenses arising from Contractor's failure to comply with the ADA.