

S U P P L E M E N T A R Y C O N D I T I O N S

(to General Conditions)

STATE SPECIFIC SUPPLEMENTARY CONDITIONS

For projects located in the State of **Massachusetts**, the following **Massachusetts specific Supplementary Conditions** apply:

Replace Section 6.1.2 of the General Conditions with the following:

- 6.1.2 **Safety Program, Precautions.** Contractor will institute a safety program at the start of construction to minimize accidents. This program will continue to the final completion of the Project and conform to applicable laws and regulations including occupational safety and health rules and regulations and other regulations of the Industrial Commission of the State where the project is located. Contractor will post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as Contractor proceeds with the Work, Contractor will have all workers and all visitors on the site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes, and obey all safety rules and regulations and statutes. Contractor will post a sign in a conspicuous location indicating the necessity of wearing hard hats and Contractor will loan such hats to visitors.

HAZARDOUS MATERIALS

Replace Section 6.2 of the General Conditions with the following:

- 6.2 Hazardous Materials.** In the event Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the Work or being on the site, Contractor will immediately stop Work in the area affected and immediately report the condition to Intermountain Representative and A/E by phone with a follow-up document in writing. The Work in the affected area will be resumed when written direction is provided by Intermountain Representative. Except to the extent provided otherwise in the Contract Documents or if the presence of hazardous materials is due to the fault of Contractor, Contractor will not be required to perform without Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste or substance. Intermountain will procure a licensed abatement contractor qualified to remove the hazardous material. The abatement contractor will submit notification of demolition to the applicable divisions of the State where the Project is located and the abatement contractor will pay attendant notification



fees. A copy of the hazardous material survey report will be available to all persons who have access to the construction site.

Replace Section 8.2.4.d of the General Conditions with the following:

d. Intermountain Not Responsible for Contractor's Retention Requirements. Intermountain will not be responsible for enforcing Contractor's obligations under Massachusetts law in fulfilling the retention law requirements with Subcontractors at any tier.

PROGRESS PAYMENTS / FINAL PAYMENT / RELEASE OF RETENTION

Add to the General Conditions the following:

8.2.4

c. *Statutory Retainage.* Notwithstanding and in addition, retainage in the amount of 5% will be withheld from each payment to Contractor for any Work under the Contract. The retainage, including any additional retainage imposed and the release of any retainage, will be in accordance with Intermountain policies, including restrictions of retainage regarding Subcontractors and the distribution of interest earned on the retention proceeds. Within fourteen (14) Days after Contractor achieves Substantial Completion, Contractor shall submit the notice of substantial completion that is substantially similar to the form in M.G.L. c. 149 § 29F(c) to Intermountain. Intermountain will accept or reject Contractor's notice of substantial completion within fourteen (14) Days after receiving it. Contractor may submit a request for payment of retention sixty (60) days after substantial completion. Intermountain will pay any unpaid statutory retention, less any offsets and/or withholdings for specific deficiencies or disputes, within thirty (30) Days of Contractor's submitting its request for retention. Notwithstanding the foregoing, Intermountain may (but is not obligated to), in its sole discretion, release from time to time any portion of retention funds for early completing subcontractors and/or otherwise reduce the overall retention funds withheld.

PAYMENT UPON SUBSTANTIAL COMPLETION

Replace Section 8.6 of the General Conditions with the following:

8.6 Payment upon Substantial Completion. Upon Substantial Completion of the Work or designated portion thereof and upon application by Contractor and certification by A/E, Intermountain will make payment, reflecting



adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. To the extent allowed by law, Intermountain may retain up to 150% of the fair market value of the work that has not been completed in accordance with the Contract Documents.

STATE SALES TAX EXEMPTION

Replace Section 11.19 of the General Conditions with the following:

11.19 State Sales Tax. To the extent Intermountain is exempt and Contractor is able to obtain sales tax exemption on purchases of material installed or converted into real property to be used by Intermountain, Contractor will assert and obtain such exemption and the Contractor will furnish each vendor with Intermountain's Tax exemption number.

DELETE THE FOLLOWING PROVISION

Replace Section 11.20 of the General Conditions in its entirety with the following:

11.20 Intentionally Omitted.

Replace Section 11.21 of the General Conditions in its entirety with the following:

11.21 Intentionally Omitted.