

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2.02 Delete GC-2.02.A in its entirety and insert the following in its place:

OWNER will furnish to CONTRACTOR up to four copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Amend the last sentence of GC-2.03.A to read as follows:

In no event will the Contract Times commence to run later than the eighty-fifth day after the day of Bid opening or the Thirtieth day after the effective date of the Agreement, whichever date is earlier.

SC-4.01 Add the following language at the end of paragraph GC-4.01.C:

The OWNER shall provide permanent easements and temporary construction easements as shown on the Drawings for the installation across private property. If the easements obtained are not sufficient for the Work, the CONTRACTOR shall obtain any additional easements required. There will be no additional compensation made for CONTRACTOR obtaining these easements, damages to private property outside easements, or additional cost to the CONTRACTOR because of the easements or lack thereof.

SC-4.02.A Add the following language after the first sentence of GC-4.02.A:

No existing reports and/or drawings of subsurface and physical conditions are available.

SC-4.06 Add the following language after the first sentence of GC-4.06.A:

No existing reports and/or drawings of Hazardous Environmental Conditions at the Site are available.

SC-5.01 Following GC-5.01.C add the following:

D. If the CONTRACTOR provided a Bid Guaranty Bond, certified or cashier's check, or letter of credit in an amount less than 100% of the Contract Price as Bid Security, he shall furnish a Performance Bond in an

amount at least equal to 100% of the Contract Price as security for the faithful performance of this agreement.

- E.** CONTRACTOR shall furnish a Maintenance and Guarantee Bond in an amount at least equal to 5% of the Contract Price as a condition precedent to final payment.
- F.** Each of the Bonds shall be on the forms attached to the Contract Documents, and shall have a Surety thereon. Such Surety company or companies as are approved by the OWNER and in accordance with GC-5.01. Each of the Bonds shall be submitted in accordance with GC-2.01.

SC-5.03 Following GC 5.03.A add the following:

- A.** All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with the General and Supplementary Conditions of this contract shall contain:
 - 1.** an acknowledgement by signature of an agent or underwriter authorized to bind coverage for the insurer and indicate that contractual liability is provided.
 - 2.** reference to all coverage, endorsements, and amounts.
 - 3.** reference to all insured and additional insured.
 - 4.** a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain provisions in accordance with paragraph GC-5.07.

SC-5.04 Add the following immediately after paragraph GC-5.04.B.7:

- 8.** In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.
- 9.** the Comprehensive General Liability Coverage shall contain the following endorsement:

It is hereby understood and is agreed that such insurance as is provided shall include specific coverage for the so-called explosion (“Broad Form” if blasting operations utilized by the CONTRACTOR), collapse and

underground hazards, including damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the CONTRACTOR's subsurface operations."

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations.

1. **Workers' Compensations and related coverage's**, etc. under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000

2. **Contractor's General Liability** under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate (Except Products – completed operations): \$1,000,000
- b. Products -- Completed Operations Aggregate: \$1,000,000
- c. Personal and Advertising Injury (per Person/Organization): \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.
- f. Excess Liability:
General Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

3. **Automobile Liability** under paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury: Each person: \$500,000
Each accident: \$1,000,000
and
 - b. Property Damage: Each accident: \$100,000
or a
 - c. Combined Single Limit of: \$1,000,000 each accident
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. General Aggregate: \$1,000,000
 - b. Each Occurrence (Bodily Injury and Property Damage):
\$1,000,000

SC-5.06.A Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

- A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
 1. include the interest of OWNER, CONTRACTOR, subcontractors, suppliers, ENGINEER, ENGINEER's Consultants and any other Individuals or Entities identified in the Supplementary Conditions, and the elected and appointed officials, employees, agents and volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof representing the OWNER, and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured, whether other available coverage be primary, contributing, or excess;

2. be written on a Builder's Risk, "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;
 5. allow for partial utilization of the Work by OWNER;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B.** CONTRACTOR shall be responsible for any deductible or self-insured retention.
- C.** The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph GC-5.06.C. of the General Conditions.

SC-5.06.E Delete GC-5.06.E in its entirety.

SC-6.06.B Add the following sentence at the end of paragraph GC-6.06.B:

If requested by OWNER, CONTRACTOR must furnish names of Subcontractor, Suppliers or other persons or organizations within five days after Bid opening. See Instruction to Bidders, ARTICLE 12 for additional information.

SC-6.06.C Add the following sentence at the end of paragraph GC-6.06.C:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other Individual or Entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of work performed for CONTRACTOR by a particular Subcontractor, Supplier, other Individual or Entity.

SC-6.10 Add the following paragraphs after GC-6.10.A:

- B.** The CONTRACTOR shall contact the OWNER'S purchasing agent who will issue a certificate exempting the CONTRACTOR from payment of sales tax on all materials furnished under this Contract.
- C.** All materials furnished under this CONTRACT are exempt from Federal Transportation Tax under Internal Revenue Code, Section 3475(b), as amended. The CONTRACTOR shall have all shipping papers clearly show that the construction material is consigned to the OWNER, in care of the CONTRACTOR. No certificates of exemption are required.

SC-12.01.B Amend the first sentence of GC-12.01.B to read as follows:

The value of any Work covered by a Change Order, any claim for an increase or decrease in the Contract Price, or any claim for damages shall be determined in one of the following ways:

SC-12.01.C.2.e Add the following at the end of paragraph GC-12.01.C.2.e:

Any change that results in a net decrease in cost shall include the appropriate overhead and profit added thereto calculated as set forth in ARTICLE 12 of the General Conditions.

SC-12.02.B Add the following paragraphs immediately after GC-12.02.B:

- C.** The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- D.** The CONTRACTOR will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- E.** If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Bid for each

calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

SC-13.07.A Amend the first sentence of GC-13.07.A. to read as follows:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, or necessary to complete all Work required to correct defective or incomplete Work, any Work is found to be defective or incomplete, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective or incomplete Work, or if it has been rejected by OWNER, remove it from the Site and replace it with nondefective Work.

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1 which is to read as follows:

2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-14.07.C Amend the first sentence of GC-14.07.C. to read as follows:

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by

ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR within ninety days.

