

## DOCUMENT 00800

### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

#### SC-1.01.A

Amend the following *Defined Terms* to General Conditions Paragraph 1.01.A:

19. *Engineer* – The individual or entity named as such in the Agreement. The terms Engineer, Owner, and Architect are synonymous.

#### SC-1.01.A

Add the following new *Defined Terms* to General Conditions Paragraph 1.01.A:

52. *Consultant* – A person, firm, or corporation having a contract with Owner, Architect, or Engineer to furnish services as Owner's, Architect's, or Engineer's independent professional associate with respect to the Project and who is identified as such in the Supplementary Conditions.
53. *Emergency* – An occurrence which in the opinion of the Owner, the Owner's Representative, or the Contractor requires immediate attention by the Contractor and for which written notice to the Contractor, or the Owner, due to the urgency of the occurrence, cannot be issued within the time stipulated by the General Conditions.
54. *Imminent Danger* - Any conditions or practices in any place of employment, which are such that a danger exists, which could reasonably be expected to cause death or serious physical harm to a person immediately or before the imminence of such danger can be eliminated.
55. *Mobilization/Demobilization* - This work consists of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the Work required under the Contract at the time of award. It does not include mobilization and demobilization of Contractor's subcontractors, or for specific items of the Work for which payment is provided elsewhere in the Contract.

Mobilization shall not be considered as work in fulfilling the Contract requirements for commencement of the Work.

- a. Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary facilities for the Contractor's and others' (in case of multiple Contracts) operations at the site.
- b. Demobilization shall include all activities and costs for removal and transportation from the site, at completion of the Work, of personnel, equipment and supplies no longer required, or included in the Contract; including the disassembly, removal and site cleanup of offices, buildings, and other facilities assembled on the site specifically for performance of the Work.

56. *Products* – New materials, machinery, components, equipment, fixtures, systems, and any other item which will become or has become a permanent physical portion of the Work. The term “Products” may also include materials, equipment, or components removed from existing facilities that may, if specifically permitted by the Contract Documents, be re-used in the Work. The term “Products” does not include machinery and equipment used for preparation, fabrication, conveying, or erection of the Work.

57. *Products* – New materials

SC-1.01.A.8

Delete General Conditions Subparagraph 1.01.A.8 in its entirety.

SC-1.01.A.12

Delete General Conditions Paragraph 1.01.A.12 in its entirety and insert the following in its place:

12. *Contract Documents* The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, and which are incorporated in the Agreement by reference, and are made a part of it, consist of the Agreement, together with all written amendments, Addenda, Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Intent to Award), which is attached to the Agreement, Performance, Payment and other required Bonds, the General Conditions, the Supplementary Conditions, any special conditions dictated by a funding or other regulatory agency, the Specifications, the Drawings (which are identified in the Agreement), Notice to Proceed, Change Orders, Work Change Directives, Field Orders and Engineer's written interpretations and clarifications issued pursuant to General Conditions Paragraphs 3.04.A, 3.04.B.1 and 3.04.B.3 on or after the Effective Date of the Agreement. Approved Shop Drawings, other Contractor

submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

SC-1.01.A.27

Amend the defined term “Notice of Award” to read “Notice of Intent to Award.”

SC-1.01.A.34

Delete General Conditions Subparagraph 1.01.A.34 in its entirety and insert the following in its place:

34. *Project Manual* – The bound document containing the Invitation to Bid, Instructions to Bidders, Bidding Documents, Contract Documents, General Conditions, Supplementary Conditions, the Specifications (Divisions 1 through 16, as applicable), and any attached supplementary exhibits, appendices, and attachments.

SC-1.01.A.36

Delete General Conditions Subparagraph 1.01.A.36 in its entirety and insert the following in its place:

36. *Resident Project Representative* – A representative of either the Owner or Engineer who may be assigned to the Project site on either a full- or part-time basis. The duties, responsibilities, and limitations on authority of the Resident Project Representative are specified in Supplementary Conditions paragraph SC-17.07.

SC-1.01.A.44

Add the following new subparagraph to General Conditions Subparagraph 1.01.A.44:

- a. In accordance with PA Act 317 of 1978, as amended by Pennsylvania Public Works Contract Regulation Law Act 142 of 1994, in no event will the Work be certified as substantially complete until at least 90 percent of Work is completed. Partial utilization of any portion of the Work does not constitute Substantial Completion for that portion. Refer to Section 01700 for additional requirements to be met prior to Engineer issuing a “Definitive Certificate of Substantial Completion”.

SC-2.02.A

Delete General Conditions Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner will furnish to Contractor (1) set of the Contract Documents in electronic PDF format.

SC-2.03.A

Delete General Conditions Paragraph 2.03.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the Effective Date of the Agreement, or if a Notice to Proceed is given on the date indicated on the Notice to Proceed.

SC-2.05.A

Amend General Conditions Paragraph 2.05.A by deleting from the first line the words "...Effective Date of the Agreement..." and replacing them with "...date when the Contract Times commence to run...".

Add the following new subparagraph to General Conditions Paragraph 2.05.A:

- 4 Preliminary Progress Schedule shall include a time estimate for performing work required by each contingency item, if any, listed in the Bid Form.

SC-2.05.A.3

Add the following new subparagraph to General Conditions subparagraph 2.05.A.3:

- a. If, in the opinion of the Engineer, the preliminary Schedule of Values is distorted, and not consistent with industry standards, the Contractor shall provide substantiation of the questioned items in the form of executed subcontracts or Purchase Orders.

SC-2.05.B

Add the following new Paragraph immediately after General Conditions Paragraph 2.05.A:

- B. *Insurance Certificates:* Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with General Conditions Paragraph 5.04 and Supplementary Conditions Paragraph SC-5.06.

SC-3.03.B

Add the following new subparagraph to General conditions Paragraph 3.03.B:

- 2. If there are any conflicts, errors, ambiguities, or discrepancies within the Contract Documents, the documents shall be interpreted in the following order of precedence: (1) Agreement, together with all Written Amendments, (2) Supplementary Conditions, (3) Standard General Conditions, (4) Specifications together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders, and Engineer's written interpretations and clarifications, (5) Drawings as more specifically identified in the Agreement, together with all

Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders and Engineer's written interpretations and clarifications.

#### SC-4.02

Delete General Conditions Paragraphs 4.02.A and 4.02.B, including their subparagraphs, in their entirety and delete all references to them elsewhere in the Contract Documents.

#### SC-4.04.A

Add the following new subparagraph to General Conditions Paragraph 4.04.A:

3. Refer to Specification Section 02015 for additional information pertaining to underground utilities.

#### SC-5.01.B

Add the following new subparagraph to General Conditions Paragraph 5.01.B:

1. The Payment Bond and the Performance Bond, or other instruments of financial security, to be supplied by the Contractor shall be in the forms included in the Contract Documents, and no other forms shall be acceptable.

#### SC-5.01.D

Add the following new Paragraph immediately after General Conditions Paragraph 5.01.C:

- D. *Additional Bonds:* If Contract Price or Contract Times are changed in accordance with General Conditions Article 10, Owner may require that Contractor's bonds and insurance policies be modified to reflect such changes. Any resulting changes in Contractor's bond and insurance costs will be paid for in accordance with General Conditions Paragraph 11.01.A.5.i.

#### SC-5.03

Delete General Conditions Paragraphs 5.03A and 5.03.B in their entirety and replace with the following:

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with General Conditions Paragraph 5.04 and Supplementary Conditions Paragraphs SC-5.04 and SC-5.06.A through SC-5.06.E.

- B. Contractor shall submit evidence of required insurance coverage on the most current Accord 25 “Certificate of Insurance” form. All the policies of insurance required to be purchased and maintained by Contractor shall not be cancelled or materially changed until thirty days prior notice has been given by Contractor to Owner and Engineer and to each additional insured, and shall contain waiver provisions in accordance with General Conditions Paragraph 5.07, as amended by Supplementary Conditions Paragraphs SC-5.07.A and SC-5.07.B.

#### SC-5.04.B

Amend General Conditions Subparagraph 5.04.B.1 by inserting the word “non-contributory” between the words “primary” and “coverage” at the end of the Subparagraph.

#### SC-5.04.C

Add the following new Paragraph immediately after General Conditions Paragraph 5.04.B:

- C. The limits of liability for the insurance required by General Conditions Paragraphs 5.04.A.1 through 5.04.B.6 inclusive shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations; coverage shall be per project and per occurrence:
1. Workers’ Compensation, and related coverages under General Conditions Paragraphs 5.04.A.1 and 5.04.A.2:
    - a. State: Statutory
    - b. Applicable Federal Statutory  
(e.g. Longshoreman’s):
    - c. Employer’s Liability: \$1,000,000
  2. Contractor’s General Liability under General Conditions Paragraphs 5.04.A.3 through 5.04.A.6, 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: \$2,000,000
    - b. Products – Completed Operations \$1,000,000  
Aggregate:
    - c. Personal and Advertising Injury: \$1,000,000
    - d. Each Occurrence (Bodily Injury \$1,000,000  
and Property Damage):
    - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage’s, where applicable.
    - f. Blasting hazards, where applicable.
    - g. Excess or Umbrella Liability: (\*\*)

☒ General Aggregate: \$2,000,000

☒ Each Occurrence: \$2,000,000

(\*) If Contractor's insurance does not allow eliminating the exclusion with respect to property under its care, custody and control, Contractor shall provide, by endorsement, "Voluntary Property Damage" coverage in the amount of the full replacement cost of the damaged property.

(\*\*) If Contractor has lower underlying coverage than required above under Paragraphs SC-5.04.C.2.a through SC-5.04.C.2.d, Contractor may provide additional coverage to at least satisfy the required amount.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury and Property \$1,000,000  
Damage, Combined Single Limit  
of:

4. The Contractual Liability coverage required by General Conditions Paragraph 5.04.B.3 shall provide coverage for not less than the following amounts:

a. Bodily Injury and Property  
Damage (Each Occurrence):

Combined Single Limit \$1,000,000

5. Additional Insured:

- a. Elizabeth Township (Owner)
- b. ARRO Consulting Inc. (Engineer)
- c. Schillaci Architects, Ltd. (Architect)
- d. Eagle Engineering, Inc. (Structural Engineer)
- e. IDSG, LLC. (MEP Engineer)
- f. GCI Design, Inc. (Interior Designer)

Contractor shall be responsible for any deductible, or self-insured retention.

Contractor's insurance agent shall indicate on the insurance certificate, or by separate letter, that the limits required herein and shown on the certificate have not been reduced by an outstanding claim; and that the specific coverages required under Paragraph SC- 5.04 are provided in the Comprehensive General (Public) Liability Policy.

#### SC-5.05.A

Delete General Conditions Paragraph 5.05.A in its entirety.

#### SC-5.06.A

Delete General Conditions Paragraph 5.06 A, including its subparagraphs, in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
  - 1. Include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and their officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
  - 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and 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 these Supplementary Conditions and shall also include "soft costs";
  - 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;



7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. Comply with the requirements of General Conditions Paragraph 5.06.C.

SC-5.06.B

Delete General Conditions Paragraph 5.06.B in its entirety and replace with the following:

- B. Contractor shall purchase and maintain equipment breakdown insurance and any other additional property insurance required by Laws and Regulations, which insurance shall include the interest of Owner, Contractor, Subcontractors, and Engineer and their officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured or loss payee.

SC-5.06.D and SC-5.06.E

Delete General Conditions Paragraphs 5.06.D and 5.06.E in their entirety.

SC-5.07.A

Amend General Conditions Paragraph 5.07.A by inserting the words "and non-contributory" immediately after the word "primary" at the end of the ninth line.

Add the following new Subparagraph to General Conditions Paragraph 5.07.A:

1. Notwithstanding the provisions of Paragraph 5.07.A, any waiver of rights by the Owner shall be effective only to the extent of actual recovery of insurance proceeds.

SC-5.07.B

Add the following new Subparagraph to General Conditions Paragraph 5.07.B:

3. Notwithstanding the provisions of Paragraph 5.07.B and its Subparagraphs, any waiver of rights as contemplated shall be effective only if such waiver is permitted by Owner's policies.

SC-6.01.B

Add the following new subparagraphs to General Conditions Paragraph 6.01.B:

1. Contractor's resident superintendent shall be full-time, shall have a minimum of five (5) years, two (2) project experience in superintendent capacity, in projects of similar type and size as required by the Contract. Contractor shall submit

superintendent's resume, including qualifications, at the pre-construction meeting or three (3) calendar weeks prior to commencing with the Work, whichever is the earliest. Resume shall include individual's name, years of construction experience, years of experience as superintendent, years of employment by Contractor, and a description of projects and their amounts on which the individual has worked on in the past five (5) years. Owner reserves the right to unilaterally determine the acceptability of the proposed superintendent.

2. Contractor's resident superintendent shall be on site whenever there is work performed either by Contractor's crew, subcontractor's crew, sub-subcontractor's crew, vendors, and any other party performing or assisting with the Work under the Contract.
3. Contractor's resident superintendent shall be present during regular and non-regular working hours; Saturday, Sunday, and any legal holiday(s) the Contractor is permitted, by Owner, to perform the Work; and during all emergencies.

#### SC-6.02.B

Add the following new subparagraphs to General Conditions Paragraph 6.02.B:

1. Regular working hours for the Project are defined as 7 A.M. to 5 P.M. Monday through Friday.
2. If Owner consents to Contractor working during non-regular hours or on Saturday, Sunday, or any legal holiday, Contractor shall reimburse Owner for wages, salaries, and expenses paid to Owner's and Engineer's personnel which, in the Owner's judgment, are required to be present at the Project site during the Contractor's Work. Contractor's reimbursement to Owner for these extra personnel costs will be in the form of deduction from a progress payment. Contractor's superintendent shall also be present during performance of Work during non-regular hours, or on Saturday, Sunday, or any legal holiday.

#### SC-6.03.A

Add the following new subparagraph immediately after General Conditions Subparagraph 6.03.A:

1. The cost for equipment and materials to be provided for the Project must be held to the amounts Bid for such equipment and materials which, by signing the Agreement are agreed to by all parties.

#### SC-6.05

Delete General Conditions Paragraphs 6.05.A through 6.05.F, including their Subparagraphs, in their entirety and insert the following new Paragraphs 6.05.A through 6.05.L in their place:

- A. "Or-Equal": If in Engineer's sole discretion a Product proposed by Contractor is functionally the same, is fully equivalent in quality and durability, and is

sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed Product may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements, specified in the following Paragraphs 6.05.C. through 6.05.J., for acceptance of proposed substitute items.

- B. Substitute Items: If in Engineer’s sole discretion a Product proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A. above, it will be considered a proposed substitute item. The determination as to whether the Product is an “or-equal” or a proposed substitute item will be made during Engineer’s review of the Product Shop Drawing, as defined in Article 1 of the General Conditions. If the Product proposed by the Contractor is not considered an “or-equal” Product, the Shop Drawing will be returned to the Contractor with the notation “Returned for Correction”. Contractor will then be required to proceed as specified in the following Paragraphs 6.05.C through 6.05.J.
- C. Submit three copies of request for substitution, plus the number required to be returned to the entity making the request, to the Engineer. Each request for substitution shall cover one Product only.
- D. Requests for Equal or substitutions will be accepted only from a prime Contractor on the Project and, if requests are permitted during the Bidding period, from a Bidder as defined in the Instructions to Bidders.
- E. If Instructions to Bidders allow requests for Equal or substitutions during the Bidding period, time the submittal so that Engineer receives request for at least 18 days prior to the Bid opening date.
- F. Submit, with request for substitution, Shop Drawings, Product data, warranty information, case histories, lists of projects on which the Product has been successfully used, test reports, manufacturer’s company profile, name and address of manufacturer’s service organization, and other data as required to establish that proposed substitute Product is fully equivalent in quality to the Product of the named manufacturer(s) and meets all Specification requirements.
- G. Submit, with request for Equal or substitution, the dollar amount which the Owner will receive as a credit toward the Contract Price if the Equal or substitution is approved. The Owner and Engineer reserve the right to make an independent investigation of the cost savings, to negotiate with the Contractor to increase the credit, and to reject a proposed Equal or substitution if the credit is considered insufficient.
- H. Attach letters, provided by other contractors whose work may be affected by the proposed substitution, stating that the substitution will either have no effect on their work or that the substitution will affect their work and that the entity making the request for substitution has agreed to pay any extra costs which may be incurred if the substitution is approved. (This requirement does not apply during the Bidding period.)

- I. The entity submitting the request for Equal or substitution shall include, on its transmittal letter, the signed statement: “The signer of this letter certifies that all requirements of Supplementary Conditions Paragraph SC-6.05.I have been or will be met”. The signer of the transmittal letter, by making this statement, affirms that: the proposed substitute Product has been investigated and has been found to equal or exceed in quality and durability the Product of the named manufacturer(s) and, further, that it meets all Specification requirements; all other prime contractors on the Project have been contacted as to the effect of the proposed substitution on their work and that letters from all other prime contractors are being submitted with the request (this condition does not apply during the Bidding period); the same Product warranty, which would have been provided by the named manufacturer(s), will be provided for the substitute Product; the entity submitting the request for substitution will coordinate installation of the proposed substitute and make any required changes in the Work at no additional cost to the Owner; the entity submitting the request for substitution will not make claims for additional costs, including but not limited to costs resulting from increases in purchase price(s) and installation costs of accepted substitute Product(s), or additional time required to implement the substitution; the entity making the request for substitution will reimburse the Owner for all costs associated with review by Engineer, or others, of the request for substitution, all redesign costs, and all costs required to obtain re-approval from regulatory agencies; all licenses required for use of the proposed substitute Product will be obtained and paid for by the entity submitting the request for substitution and such license(s) will be transferred to the Owner; if required by the Engineer, the entity submitting the request for substitution will provide a special performance warranty or bond (separate from the Contract Performance Bond) as a condition of Engineer’s acceptance of the proposed substitute Product (such bond may be in an amount up to 200 percent of the dollar value of the Product as determined by the Engineer).
- J. Engineer will notify the entity submitting the request, in writing, of decision to accept or reject proposed substitute Product.
- K. The procedures for proposed substitute means, methods, techniques, sequences, or procedures shall be equivalent to those specified above in Paragraphs 6.05.A. through 6.05.J.
- L. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without Engineer’s prior written approval. Engineer will record time required by Engineer and Engineer’s Consultants in evaluating substitutions, making any required revisions to Contract Documents, and obtaining re-approval from regulatory agencies. Contractor will be charged for the recorded man-hours, whether or not substitution is approved, at Engineer’s and Engineer’s Consultant’s current hourly rates. Charges shall be subtracted from the Contractor’s next progress payment.

SC-6.06.B

Add the following new subparagraph to General Conditions Paragraph 6.06B:

Instructions to Bidders and these Supplementary Conditions require that a list of proposed Subcontractors and their Experience Questionnaire be submitted with the Bid. Contractor shall not make substitutions of Subcontractors shown on the list, or additions of Subcontractors, after award of a Contract, without prior written approval of Owner or Engineer. Engineer will be allowed a reasonable time within which to investigate each proposed substitute or new Subcontractor. Engineer will be the sole judge of acceptability, and no substitute/new Subcontractor will perform any portion of the Work without Engineer's prior written approval. Engineer will record time required by Engineer in investigating the proposed substitute/new Subcontractor(s). Contractor shall be charged for the recorded man-hours, whether or not substitution is approved, at Engineer's current hourly rates. Charges will be subtracted from the Contractor's next progress payment.

SC-6.06.G

Add the following new sub-paragraph to General Conditions Paragraph 6.06.G:

1. If a written agreement between the Contractor and a Subcontractor or supplier is not obtained, Contractor, Subcontractor or supplier will not be entitled to payment for any additional Work performed or changes to Work performed by Subcontractor or Supplier.

SC-6.08.A

Amend the third line of General Conditions Paragraph 6.08.A as follows:

“...construction permits, **including building permit**, and licenses...”

SC-6.08

Add the following new Paragraph immediately after General Conditions Paragraph 6.08.A:

- B. Unless otherwise noted within the contract documents, Contractor shall be responsible for all inspections and reporting required for any permits.

SC-6.09.A

Add the following new subparagraph(s) to General Conditions Paragraph 6.09.A:

1. The Contractor shall comply with Commonwealth of Pennsylvania minimum wage rate laws and regulations. The applicable provisions of the regulations and the wage rate determination are provided in Document 00810.
2. The Contractor and its Subcontractors are subject to the provisions of the Pennsylvania Public Works Employment Verification Act, Act 127 of 2012, which requires, as a pre-award condition, that Contractor and its Subcontractors

provide confirmation of their participation in the e-verify program, operated by the Department of Homeland Security, to determine whether a person seeking employment with them is citizen or legal resident of the United States.

3. The Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended by Act 159 (HB 1840) of 2012. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments), which have been produced in the United States, except in cases where these products are not produced in sufficient quantities in the United States.
4. The Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
5. The Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 50 of 2017, Underground Utility Protection Law AKA PA One Call Law (the Law), which requires contractors to notify public utilities prior to starting excavation or demolition work.
6. The Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
7. The Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 (Prompt Pay Act), as it relates to timely payment by Contractor/Subcontractor to its Subcontractors and suppliers.

#### SC-6.10.A

Delete General Conditions Paragraph 6.10.A in its entirety and insert the following in its place:

- A. The Contractor shall be responsible for the payment of all sales and use taxes required by law on all Products which may be purchased for use in and which will become part of the Work. Owner may be exempt from sales and use taxes for certain Products to be incorporated into the Work. Contractor shall obtain legal advice to determine how and to what extent the Owner's tax exemption may be utilized by the Contractor. Owner will provide, at Contractor's request, required documentation to assist Contractor in obtaining any applicable tax exemptions.

#### SC-6.11.A.4

Add the following new subparagraph immediately after General Conditions subparagraph 6.11.A.3:

4. Contractor's responsibility shall include repairing, replacing, or restoring damaged property to its original or better condition, or the payment of money in a sum equal to the reasonable value of the damage caused to such property. If Contractor fails

to promptly repair or replace damaged property, Owner may have the work performed by others and the cost of such work shall be deducted from Contractor's subsequent progress payment.

#### SC-6.11.C.1

Add the following new subparagraphs to General Conditions Paragraph 6.11.C:

1. Cleaning shall continue up to Final Payment and final acceptance of the Work by Owner. Site cleaning shall include, but not be limited to removal of weeds from all areas within the limits of the Project site.

#### SC-6.11.D

Add the following new subparagraphs to General Conditions Paragraph 6.11.D:

1. The Contractor shall determine the legal dimensional and load limits on all roads and bridges over and under which equipment and materials will be moved. In the event that loads or dimensions exceed legal limits, the Contractor shall obtain the necessary permits, pay permit fees, and comply with all regulations for moving such loads.
2. Contractor shall be responsible for damages to structures, roads and bridges resulting from loads or dimensions exceeding legal or design limits.

#### SC-6.16

Add the following new Paragraphs immediately after General Conditions Paragraph 6.16.A:

- B. The Contractor shall provide during non-working hours a maintenance crew to correct conditions, which are hazardous to the public or detrimental to proper system operation. If the Contractor refuses, or fails to correct the problem within a reasonable period of time, the Owner will have the necessary corrections performed by others and the full cost of the work shall be deducted from Contractor's subsequent Application for Payment. Names, addresses, and telephone numbers of the Contractor's emergency repair personnel shall be submitted to the Owner and Engineer at the pre-construction conference.
- C. In the event of an emergency if Contractor refuses, or fails to respond to Owner's directive to make necessary corrections Owner may stop work immediately, and without seven days' written notice as required by General Conditions Paragraph 15.02.

SC-6.19.C

Add the following new subparagraph immediately after General Conditions subparagraph 6.19.C.7:

8. any contract between Owner and subcontractor regarding the correction of defective work.

SC-6.20.C

Delete General Conditions Paragraph 6.20.C in its entirety. Including its subparagraphs, and insert the following in its place:

- C. The indemnification obligations of the Contractor under Paragraph 6.20.A shall not extend to the liability of the Engineer, Engineer's Consultants, agents, officers, directors, or employees arising out of errors or omissions of any of them in the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving or failure to give directions or instructions, relating to design of the Work, as opposed to Project Construction procedures, by the Engineer, its agents or employees, if such giving or failure to give is the primary cause of the injury or damage.

SC-8.01

Delete General Conditions Paragraph 8.01 in its entirety.

SC-8.04

Insert the following text at the end of General Conditions Paragraph 8.04.A:

“...unless otherwise dictated by a State/Federal law or regulation, or agreed to by Owner and Contractor.”

SC-8.06

Delete General Conditions Paragraph 8.06 in its entirety.

SC-8.13

Add the following new Paragraph to General Conditions Article 8:

8.13 *Resident Project Representative:*

- A. Owner will assign a Resident Project Representative (RPR) to the Project site. The responsibilities, authority and limitations thereon of the Resident Project



Representative will be as provided in Supplementary Conditions  
Paragraph SC-17.07.A.

#### SC-9.01

Modify the first sentence of General Conditions Paragraph 9.01 to read:

“Engineer will be one of Owner’s representatives during the construction period.”

#### SC-9.03.A

Delete General Conditions Paragraph 9.03.A in its entirety, including the heading “Project Representative.” Delete all other General Conditions references to Paragraph 9.03.A.

#### SC-9.09.A

Add the following new subparagraphs under General Conditions Paragraph 9.09.A:

1. The Engineer will give the Contractor all desired assistance in interpreting specifications, drawings, or written instructions. Such assistance or lack thereof shall not relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.
2. The fact that the Engineer has permitted faulty work, or work to be performed not in accordance with the Contract Documents will not prevent the Engineer or Owner from requiring that the Contractor corrects any faults or incorrect construction immediately at no additional cost to the Owner.
3. The Engineer may not enter into any agreement with a Subcontractor which binds the Owner to make payments for work performed by the Subcontractor absent express written permission by the Owner for the specific work and Subcontractor involved.

#### SC-10.01.C

Add the following new Paragraph immediately after General Conditions Paragraph 10.01.B.

- C. When submitting a Change Order request, the Contractor shall provide such information as the Engineer and Resident Project Representative may require for the preparation of the Change Order in accordance with the General Conditions. Such information may include, but not be limited to, the following:
  1. Itemized description of the addition, deletion, or revision to the Work.
  2. Itemized description of the change in the Contract Price, including itemized contractor’s/subcontractor’s labor costs and materials pricing data to enable determination of the necessity and reasonableness of the costs. For work performed by subcontractor(s), documentation may require submittal of actual invoices.

3. Description of the change, if any, in the Contract Time. The Contractor shall submit adequate documentation to satisfactorily prove that the nature of the delay actually and unavoidably will impact the Contract Times.

#### SC-11.01.B

Add the following new subparagraph to General Conditions Paragraph 11.01.B:

6. Costs associated with retaining Contractor's and others' own or rented equipment on the site, but not utilized, due to work stoppage or any other reason, including but not limited to addressing unforeseen, unknown and differing subsurface or physical conditions.

#### SC-11.01.C

Amend General Conditions Paragraph 11.01.C by inserting the following words prior to the word "Agreement" at the end of the first sentence:

"...Bid Form which is attached to the..."

#### SC-11.03.C

Amend General Conditions Subparagraph 11.03.C by revising the third line to read as follows:

"....to cover Contractor's overhead, profit and burden for each..."

Amend General Conditions Subparagraph 11.03.C by inserting the following words at the end of the Paragraph:

"...., in addition to all required labor, material, equipment, facilities and services.

#### SC-11.03.D

Amend General Conditions Subparagraph 11.03.D by inserting the following words at the beginning of the Paragraph:

- D. "Unless otherwise noted in the Bid Form, or elsewhere in the Contract Documents..."

#### SC-12.01.B

Add the following new Subparagraph immediately after General Conditions Subparagraph 12.01.B.3:

4. Where the Work involves locating and repairing unmarked, or incorrectly marked, underground utilities or utilities previously (concealed) damaged, or which due to

age must be replaced, Contractor shall be reimbursed as required by specification Section 02015.

#### SC-12.01.B.2

Amend General Conditions Subparagraph 12.01.B.2 by deleting the words within the parentheses and replacing them with the following:

...(which may include a fee for overhead and profit in accordance with General Conditions Paragraph 12.01.C.2)...

#### SC-12.01.C.1

Amend General Conditions Paragraph 12.01.C by deleting subparagraph 1.

#### SC-12.01.C.2

Amend subparagraph 12.01.C.2 of the General Conditions by deleting the following words at the beginning of the subparagraph:

“...if a fixed fee is not agreed upon, then...”.

#### SC-12.03.

Add the following at the end of General Conditions Paragraph E:

“.....Costs resulting from such delays, including but not limited to liquidated damages, regulatory agencies’ penalties, and delay claims and associated costs by other contractors, shall be deducted, by Change Order, from Contractor’s Final Application for Payment in accordance with the Agreement

1. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays attributable by Contractor to the complexity of the Work.

Add the following new Paragraphs immediately after General Conditions Paragraph 12.03.E:

- F. When Contractor has submitted to Owner a schedule for completing the Work within a shorter time period than the Contract Times, or Milestones indicated in the Agreement, Contractor will not be entitled to any claims for additional costs, of any type, or delays, if the Contractor-submitted time schedule is for any reason exceeded, but its completion date is still within the Contract Times indicated in the Agreement.
- G. Contractor shall submit to Engineer detailed documentation, which shall include associated costs, reason(s), including but not limited to those described in General Conditions Paragraph 12.03.A , and responsible party, for all delays beyond the control of the Contractor.

SC-13.03.B

Amend General Conditions Paragraph 13.03.B by deleting the word “Owner” at the beginning of the Paragraph and replacing it with the following:

“Unless otherwise specified in Section 01025 of the Project Manual, Contractor...”

SC-13.07.C

Delete General Conditions Paragraph 13.07.C and replace with the following:

- C. Correction Period for Products placed into service prior to the date of Substantial Completion, as defined in Supplementary Conditions Paragraph SC-1.01.44, shall not begin any earlier than the date of Substantial Completion for the entire Project (the Work).

SC-13.07.E

Amend General Conditions Paragraph 13.07.E by deleting the text “...any applicable statute of limitations or repose.” from the end of the Paragraph and replacing it with “...Supplementary Conditions Paragraph SC-13.07.F.

SC-13.07.F

Add the following new Paragraph immediately after General Conditions Paragraph 13.07.E:

- F. The obligations of the Contractor to correct *defective work*, beyond the specified Correction Period, shall survive acceptance of the Work and termination of the Contract by the Owner by an additional time period, which shall begin on the date of discovery of the *defective work*, but not earlier than the date of termination of the specified Correction Period, which additional time period shall be specific to the jurisdiction in which the Project is located. Correction of *defective work* during this extended Correction Period shall be at the Contractor’s expense.

SC-14.02.A

Add the following new subparagraph immediately after General Conditions subparagraph 14.02.A.3:

- 4. Conditions relating to payment for Products suitably stored on the Project site or elsewhere, but not yet incorporated in the Work, are given in General Requirements Section 01025 of the Project Manual.

SC-14.02.B.5

Add the following new subparagraph immediately after General Conditions subparagraph 14.02.B.5.d:

- e. the amount of retainage is less than the amount of anticipated liquidated and other damages to be deducted from final payment.

SC-14.04.C

Amend General Conditions Paragraph 14.04.C by deleting the following words from the end of the first sentence and inserting them in the last sentence, after the parenthesis”

“ . . . , which shall fix the date of Substantial Completion”

SC-14.05.A

Delete General Conditions Paragraph 14.05.A<sub>2</sub> including its subparagraphs and the heading “Partial Utilization,” in their entirety. Delete all other General Conditions references to Paragraph 14.05.A and “Partial Utilization.”

SC-14.07.A.2.b

Amend General Conditions Subparagraph 14.07.A.2.b to read as follows:

- b. consent of surety to final payment;

SC-16

Delete General Conditions Article 16 and all references to it elsewhere in the Contract Documents, in its entirety. For dispute resolution, refer to Article 6 of the Agreement.

SC-17.02.A

Delete General Conditions Paragraph 17.02.A in its entirety and replace with the following:

- A. When any period of time is referred to in the Contract Documents by “day(s)” it will be defined to mean “calendar day(s)” except when it is contained within a Federal or State legal act, or statute, in which case it will be as defined by the legal act or statute.

SC-17.07

Add the following new Paragraph immediately after General Conditions Paragraph 17.06:

17.07 *Resident Project Representative Responsibilities and Authority*

- A. A Resident Project Representative (RPR) will be assigned to the Project site. The responsibilities and authority and limitations thereon of the RPR will be as follows:
  - 1. Schedules: Review the progress schedule and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  - 2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, pre-installation conferences and other project-related meetings.
  - 3. Liaison:
    - a. Serve as Owner's liaison with Contractor, working principally through Contractor's superintendent to assist in understanding the intent of the Contract Documents.
    - b. Serve as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  - 4. Shop Drawings and Samples:
    - a. Receive samples which are furnished at the site by Contractor, and notify Owner of availability of samples for examination.
    - b. Advise Owner and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved.
  - 5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
    - a. Conduct on-site observations of the Work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Report to Owner whenever any work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Owner of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- c. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Owner appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Owner
- 6. Interpretation of Contract Documents: Report to Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Owner.
- 7. Modifications:
  - a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to Owner. Transmit to Contractor decisions as issued by Owner.
  - b. Allow minor deviations from Drawings or Specifications when Resident Project Representative is considered to be in the best position to make such decisions on a timely basis.
- 8. Records:
  - a. Maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings and Specifications issued subsequent to the execution of the Agreement, Owner clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - b. Monitor Contractor's work on Record Documents.
  - c. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions on Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Owner
  - d. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.
- 9. Reports:

- a. Furnish Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with Owner in advance of scheduled major tests, inspections, or start of important phases of the Work.
  - c. Report immediately to Owner upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that certificates, Operation and Maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.
12. Completion: Conduct closeout and final inspections in the company of Owner and Contractor, and assist in preparation of lists of items to be completed or corrected.
13. The authority of the RPR is limited and (s)he is not authorized to:
- a. Exceed limitations of authority as set forth in the Agreement or other Contract Documents.
  - b. Undertake any of the responsibilities of Contractor, Contractor's subcontractors and suppliers, or Contractor's superintendent.
  - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
  - d. **Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work, with the exception when, in RPR's opinion, conditions of imminent danger exist. If such conditions exist, RPR shall:**
    - 1) Immediately notify Contractor's on-site safety representative and require that the work be stopped.**
    - 2) Concurrently RPR shall immediately notify Owner of the work conditions and resulting action.**

**END OF DOCUMENT**