

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. C-710, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated 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.

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**SC-1.01.A.2. Add the following language to the end of Paragraph 1.01.A.2:**

The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices, therefore, the Agency for these documents is USDA Rural Development. *{add other funding sources and modify when necessary.}*

**SC-1.01.A.4. Add the following language to the end of Paragraph 1.01.A.4:**

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

**SC-1.01.A.10. Add the following language to the end of Paragraph 1.01.A.10:**

The Change Order form to be used on this Project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

**SC-1.01.A.21. Add the following language to the end of Paragraph 1.01.A.21:**

The Engineer's Consultants on this project are: *{list all consultants}*.

**SC-2.03.A. Delete Paragraph 2.03.A in its entirety and insert the following in its place:**

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

***{SC-4.02. Add the following new paragraphs immediately after Paragraph 4.02.B:***

- C *In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site:*

1. *See EJCDC No.C-800 for examples.*

- D. *In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:*

1. *See EJCDC No. C-800 for examples.*

- E. *Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents may be examined at \_\_\_\_\_ during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.*

OR

**SC-4.02. Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:**

- A. *No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.*

***{SC-4.06. Add the following new paragraphs immediately after Paragraph 4.06.A:***

1. *In the preparation of Drawings and Specifications, Engineer relied upon the following reports of Hazardous Environmental Conditions at the Site:*

a. *See EJCDC No.C-800 for examples.*

2. *In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of Hazardous Environmental Conditions which are at or contiguous to the Site:*

a. *See EJCDC No. C-800 for examples.*

3. *Copies of reports and drawings itemized in SC-4.06.A.1 and SC-4.06.A.2 that are not included with Bidding Documents may be examined at \_\_\_\_\_ during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and*

*established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.*

**OR**

**SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. *No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.*
- B. *Not used.*}

**SC-5.03. Add the following new paragraph immediately after Paragraph 5.03.B:**

- C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

*{The amounts of coverage for each type of insurance under paragraph 5.04 are recommended amounts that should be used to provide the Owner adequate protection. These amounts should be reviewed in the context of the specific project and adjusted accordingly.}*

**SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
    - a. State: Statutory
    - b. Applicable Federal (e.g., Longshoremen's) Statutory
    - c. Employer's Liability *{ \$ 500,000 }*
  - 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 coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
    - a. General Aggregate *{ \$ 2,000,000 }*
    - b. Products - Completed Operations Aggregate *{ \$ 1,000,000 }*
    - c. Personal and Advertising Injury *{ \$ 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 coverages where applicable.
    - f. Excess or Umbrella Liability
      - 1) General Aggregate *{ \$ 5,000,000 }*
      - 2) Each Occurrence *{ \$ 5,000,000 }*

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
  - a. Bodily Injury:

Each Person	{ \$ 1,000,000 }
Each Accident	{ \$ 1,000,000 }
  - b. Property Damage:

Each Accident	{ \$ 1,000,000 }
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  - c. Combined Single Limit of { \$ 1,000,000 }
  
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. Bodily Injury:

Each Person	{ \$ 2,000,000 }
Each Accident	{ \$ 2,000,000 }
  - b. Property Damage:

Each Accident	{ \$ 2,000,000 }
Annual Aggregate	{ \$ 2,000,000 }

*{5. List additional types and amounts of insurance that may be required by Owner.}*

*{6. List by name other persons or entities to be included on policy as additional insureds.}*

*{SC-5.06.A. In the case of multiple prime contractors on a single Site (multiple prime contractors for the Project may each need to provide property insurance), it is necessary to define the Contractor responsible for providing the Property Insurance. If there is only one contractor on the site, do not modify paragraph 5.06.A of the General Conditions.}*

*{SC-5.06.A.1. List by name other persons or entities to be included on policy as additional insureds.}*

**SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C. Engineer's Evaluation. The paragraph text is retitled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:**

1. During Bidding. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

H. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

*{If OWNER qualifies for sales or use tax exemptions, language similar to the following should be inserted here and coordinated with the language of Article 22 of the Instructions to Bidders.}*

**SC-6.10. Add a new paragraph immediately after Paragraph 6.10.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the [State] and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

*{SC-7.01.A. If the Owner is planning to have Work performed by more than one prime contractor, by Owner, or others, it should be specifically stated here.}*

*{When multiple prime contractors are working on a single Site, the following modification should be made.}*

**SC-7.02.A.1. Delete paragraphs 7.02.A.1-3 in their entirety and insert the following:**

1. The \_\_\_\_\_ Contractor shall have the authority and be responsible for coordination of the activities among the other prime contractors and subcontractors on the Site to ensure a safe, efficient working environment. This authority covers scheduling delivery of materials, storage of materials, sequencing of construction involving different crafts, resolving interface issues between crafts, scheduling testing, and all other aspects of the Work that do not impact the design or function of the Work.

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

The Engineer will provide Resident Project Representative services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-510, 2002 Edition, as amended and executed for this specific Project. *{If anyone other than the Engineer is providing the Resident Project Representative, this language must be modified.}*

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due twenty days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

*{If the Project Owner is a Tribe, it is important to clarify that this agreement does not modify any relationships that the Tribe may have outside this Project. Recommend this language be added for Tribal construction contracts.}*

**SC-17.05. Add a new paragraph immediately after Paragraph 17.05.A:**

- B. Tribal Sovereignty. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the \_\_\_\_\_(insert name of Tribe)\_\_\_\_\_ (Tribe); affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.}*

**SC-18.08 Delete paragraph 18.08.A in its entirety and insert the following in its place:**

- A. If this Contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).