FUSS & O'NEILL
One Financial Plaza, 15th Floor
Hartford, CT 06103
860.646.2469
www.fando.com

November 2, 2026

ADDENDUM No. 2

RE: Sludge Handling Improvements
Town of Putnam
Putnam, Connecticut

TO ALL PROSPECTIVE BIDDERS:

Enclosed is a copy of Addendum No. 2 for the referenced project. Please retain this with your Contract Documents. Information provided herein shall be considered part of the Contract Documents.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated September 2026. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Include the costs associated with the work of this Addendum in the Bid.

Sincerely,

Ed Tally
Project Manager

Enclosure

FUSS & O'NEILL

SLUDGE HANDLING IMPROVEMENTS
TOWN OF PUTNAM
PUTNAM, CT

ADDENDUM NO. 2

LIST OF CONTENTS

1.) Extension of Bid Due Date
   - **a.** Bids for the construction of the Project will be received at the **Putnam Town Hall** located at, **200 School Street, Putnam, CT 06260 ATTN: Elaine Sistare, P.E.**, until **November 6, 2026, at 11:00 am** local time. At that time the Bids received will be publicly opened and read.
   - **b.** Questions received less than seven days prior to the date of the bid opening may not be answered.

2.) Question and Answers from Prospective Bidders

3.) Revisions to Contract Documents

4.) Attachments:

   - **a.** Pre-Bid Meeting Materials
     - i. Pre-Bid Meeting Agenda
     - ii. Pre-Bid Meeting Attendance Sheet
   - **b.** Revisions to Contract Documents:
     - i. Project Manual Specifications:
     - ii. Contract Drawings:

PRE-BID MEETING

A mandatory pre-bid meeting for Sludge Handling Improvements was held on October 1, 2026, at 10:00 AM. A copy of the meeting agenda and sign-in sheet are provided in **Attachment A**.

QUESTIONS AND ANSWERS FROM PROSPECTIVE BIDDERS

Q-1: Please provide insurance limits and requirements. Supplementary Conditions appear to be blank in relevant section.

A-1: Supplementary conditions are attached.

Q-2: Please clarify what is the correct size conduit and conductors for the Light Pole that is to be relocated, powered again, and then continued in line to the next pole.

A-2: The existing lighting circuit is #10 conductors in 1" PVC.

Q-3: Regarding the Existing Light Poles, please identity on the demo plan where to pull the wiring back to as the symbols on the sheet do not identify the existing poles. Can the location of the exiting light poles be identified and distances.

A-3: See attached EA-101 for the clouded notes for existing pole locations.

Q-4: Sheet EA-101 shows that the Fiber Conduit Needs to be demolished back to the sludge handling building but then stops the new conduit line short of the building. Sheet EA-501 Detail shows & notates that the Fiber Conduit needs to be demolished back to the Primary Clarifier Building Scada Control Panel. Please clarify that the conduit from the primary clarifier needs to remain but the conduit from the cut line needs to be new in its entirety from the 1st cut line. This scenario also applies to the physical grounding conductor. Please advice.

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Q-5: Please clarify if there are any Minority or Small Business contractor utilization requirements or set-aside aside goals.

A-5: This Project will not utilize State of Connecticut funding or other State financial assistance. The Town has not adopted a separate municipal MBE/WBE participation policy and has established no mandatory MBE/WBE participation percentages or set-aside requirements for this Project.

The Town encourages good faith efforts and participation by qualified small, minority-owned, and women-owned businesses as prime contractors, subcontractors, and suppliers. Such participation is voluntary and is not a condition of bid responsiveness or contract award.

The Contractor and its subcontractors shall comply with all applicable federal and Connecticut nondiscrimination and equal employment opportunity laws.

REVISIONS TO CONTRACT DOCUMENTS

1.) **Revisions to the Project Manual Specifications:**

a. Section 00 73 05 C800-Supplementary Conditions

Revised specification to included insurance limits and requirements.

1.) **Revisions to the Contract Drawings:**

a. Sheet EA-101 – Electrical Site Plan Demolition

Revised called outs to provide more information on electrical demolition limits.

Attachment A – Pre-Bid Meeting Materials

FUSS & O'NEILL

A G E N D A

Town of Putnam
Sludge Handling Improvements Project
Mandatory Pre-Bid Meeting

Thursday, October 1, 2026 - 10:00 AM

I. OPENING REMARKS

A. Introductions

B. Attendance Sheet – Please indicate Prime Contractor or Supplier along with name, email, phone number, and how did you hear of the bid.

C. Contract Document Procurement:

1. Contract documents, including project Plans and Specifications, are available on the Town of Putnam Website: https://www.putnamct.us with the project documents located at Town of Putnam WPCA: Sludge Handling Improvements.

2. Addenda, if issued, will be posted to the Town of Putnam Website. It shall be the sole responsibility of the Contractor to ascertain the existence of any and all addenda. Hard copies of addenda will not be mailed or faxed.

3. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

D. Project Owners:

1. Town of Putanm

E. Project Overview:

1. This project consists of furnishing and installing one (1) 30-ft diameter gravity thickener tank and mechanism, second Moyno Sludge Pump in lower level of solids handling building, reinforced fiberglass cover, SCADA and electrical improvements, yard piping, valves, water main relocation, and associated site restoration.

PROJECT COORDINATION

A. Existing Utilities Coordination
1. The Contractor shall be responsible for complying with all applicable Call Before you Dig Safe Rules.

2. Contact Call Before You Dig (811 or 800-922-4455) at least 72 business hours before excavation on public and private property, rights of ways and easements (excluding weekends and holidays), to mark out the utility locations.

II. WORK RESTRICTIONS

A. Work Hours
   1. Schedule activities for Monday through Friday exclusive of holidays, between the hours of 7:00 a.m. and 3:30 p.m. Should it be necessary to have access to the facilities at other times, special arrangements must be made through the Owner.

III. PROJECT REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.

B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

IV. BIDDER BRIEFING

A. Bid Opening: **2:00 P.M. Friday, October 23, 2026,** at 200 School Street, Putnam, CT 06260 ATTN: Elaine Sistare, P.E., Sealed Bids plainly marked "BID ENCLOSED" will be opened publicly and read aloud immediately after the specific closing time. No late submissions shall be accepted.

B. Bid Form
   1. The bid package consists of the following forms:
      - 00411 Bid Form (Based on EJCDC C-410-2013)
      - 00431 Bid Bond (Based on EJCDC C-430-2013)
      - 00451 Qualifications of Bidder
      - 00455 Non-Collusion Affidavit of Bidder (Based on EJCDC C-451-2013)

C. Owner reserves the right to reject any or all Bids.

D. Owner is exempt from Connecticut Sales and Use Taxes on material and equipment to be incorporated in the Work (Exemption No. **06-6002071**); do not include taxes in the Contract Price.

E. Bonds and Insurance – Owner and Engineer shall be named as additional insureds under the Contractor's general liability policies.

F. Performance Bond and Payment Bond bonds must be written on EJCDC forms as provided in the Contract Documents.

G. Substantial Completion date is **365 days after Notice to Proceed**. Multiple crews may need to be mobilized to meet the schedule.

H. Liquidated damages are **$1,500** for each consecutive calendar day thereafter.

I. State of CT Prevailing Wage Rates apply to this project- See Section 00820 of Project Manual:
   1. Submit certification form to Dept. of Labor
   2. Submit monthly payroll forms to the inspector

J. Testing: Engage a qualified testing agency to perform tests and inspections. Cost of testing services shall be borne by the Contractor.

K. Permitting and Fees: Contractor responsible for permitting fees (building permit, etc.).

L. Contractor to obtain staging and laydown areas.

V. VISIT TO SITE

A. Bidders are encouraged to conduct a Site visit during normal working hours and shall not disturb any ongoing operations at the Site.

VI. BID SECURITY

A. Each bidder must deposit, with his bid, security in the form of bid bond or certified check for the amount of 10% of the bid subject to the conditions provided in the Information for Bidders.

VII. ADDENDA BEING PREPARED

A. Questions received less than **seven days** prior to the date of the bid opening may not be answered.

B. Prepare bid based on written information, not verbal information. Only questions answered by Addenda will be binding.

C. Ensure all addenda have been incorporated into bid and certify receipt on bid package.

D. Schedule

   1. Submit RFIs/questions in writing (email acceptable albert.wait@fando.com) to Albert Wait by 5:00 PM on **October 15, 2026.**

   2. Final addenda will be issued by the end of the day **October 16, 2025,** by email.

VIII. QUESTIONS AND ANSWERS

IX. CLOSING

FUSS & O'NEILL

Sludge Handling Improvements Project
Putnam, CT
Mandatory Prebid Meeting
October 1, 2026

NAME	Company	PHONE #	EMAIL
Hayden Brown	R.H. White Construction	508-832-3295	estimating@RHWhite.com
Salam Abod	ACC	860-324-2779	saboaccgc.com
David Allen	Kovacs Const. Corp	203-793-9022	dallen@kocavs.com
Mike Didato	Putnam WPCA	860-608-2107	Michael.didato@putnamct.us
Brian Lynch	Putnam WPCA	860-373-8967	Brian.lynch@putnamct.us
Brian Oliveira	CB Utility	401-487-7590	tsimbro@cbutility.com
Laura Marcolini	Fuss & O'Neill	401-533-4235	laura.marcolini@fando.com
Ed Tally	Fuss & O'Neill	401-447-6895	edward.tally@fando.com

FUSS & O'NEILL

Attachment B – Revisions to Contract Documents

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Sludge Handling Improvements Project
Putnam, CT
Mandatory Prebid Meeting
October 1, 2026

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Salam Abod	ACC	860-324-2779	saboaccgc.com
David Allen	Kovacs Const. Corp	203-793-9022	dallen@kocavs.com
Mike Didato	Putnam WPCA	860-608-2107	Michael.didato@putnamct.us
Brian Lynch	Putnam WPCA	860-373-8967	Brian.lynch@putnamct.us
Brian Oliveira	CB Utility	401-487-7590	tsimbro@cbutility.com
Laura Marcolini	Fuss & O'Neill	401-533-4235	laura.marcolini@fando.com
Ed Tally	Fuss & O'Neill	401-447-6895	edward.tally@fando.com

FUSS & O'NEILL

Attachment B – Revisions to Contract Documents

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE®
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed By

CSI®
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

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GUIDELINES FOR USE OF EJCDC® C-800, SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

1.1 *General*

The Engineers Joint Contract Documents Committee® (EJCDC®) has prepared and publishes standard contract forms for construction contracts, as well as bidding-related documents. The principal forms are listed in Table 1. EJCDC has also prepared other documents that may be useful in preparing construction contract documents. Some of the principal ones are listed in Table 2. For the most recent editions of these forms, guides, and other documents, please refer to EJCDC's website at www.ejcdc.org.

Table 1—Principal EJCDC Standard Forms for Construction Contracts

Name	Number	Short Title/Abbreviation
Instructions to Bidders for Construction Contract	C-200	Instructions/I
Bid Form for Construction Contract	C-410	Bid Form/BF
Agreement between Owner and Contractor for Construction Contract (Stipulated Price)	C-520	Stipulated Price Agreement/A
Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee)	C-525	Cost-Plus Agreement/A
Standard General Conditions of the Construction Contract	C-700	General Conditions/GC
Supplementary Conditions of the Construction Contract	C-800	Supplementary Conditions/SC

Table 2—Principal EJCDC Documents Relating to Preparation of Construction Documents

Name	Number	Short Title
Commentary on the 2018 EJCDC Construction Documents	C-001	Commentary
Uniform Location of Subject Matter	N-122	Locator Guide
Bidding Procedures and Construction Contract Documents	C-050	Bidding Procedures
Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance	C-051	Engineer's Letter to Owner Concerning Bonds and Insurance
Owner's Instructions to Engineer Concerning Bonds and Insurance	C-052	Owner's Instructions Concerning Bonds and Insurance

1.2 *Mandatory Supplementary Conditions*

A. Several provisions of the General Conditions expressly indicate that essential Project-specific information will be set out in a corresponding Supplementary Condition. For example, Paragraph 6.03.A of the General Conditions indicates that the specific requirements for insurance to be carried by Contractor will be stated in the Supplementary Conditions. Every EJCDC based construction contract should include, at a minimum, the following Supplementary Conditions, edited for the specific project:

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1. Paragraph SC-5.03, concerning reports and drawings of conditions at the Site that contain Technical Data on whose accuracy the Contractor may rely;
2. Paragraph SC-5.06, disclosing reports and drawings regarding Hazardous Environmental Conditions at the Site, and identifying any Technical Data in those reports and drawings on whose accuracy the Contractor may rely;
3. Paragraph SC-6.03, identifying specific insurance coverage requirements; and
4. One of the two alternatives presented in SC-10.03 (either the Engineer will provide Resident Project Representative services on the Project, with specific authority and responsibilities, or Engineer will not provide Resident Project Representative services).

B. Other suggested Supplementary Conditions are mandatory under specific circumstances: for example, on projects in which the Contractor will be responsible for compliance with Owner's safety program, SC-7.13 would be mandatory.

C. In describing a Supplementary Condition as "mandatory" EJCDC is indicating that it is essential to furnish the information that is the subject of the Supplementary Condition; however, the drafter is not restricted from modifying the wording and content of the proposed Supplementary Condition as needed.

1.3 *Relationship of Supplementary Conditions to Other Contract Documents*

Supplementary Conditions are modifications to the General Conditions—additions, deletions, changes. This is as the term is defined by EJCDC and the Construction Specification Institute (CSI). Other organizations use their supplementary conditions to modify a broader range of contract documents, such as agreement forms and standard specifications.

This Guide and the other Construction-related documents prepared and issued by EJCDC assume use of the CSI MasterFormat™ concept, which provides an organizational format for location of all documentary information for a construction project: Bidding Requirements, contract forms (Agreement, Bonds, and certificates), General Conditions, Supplementary Conditions, and Specifications. Under the CSI MasterFormat™, the last grouping, Specifications, is divided into 49 Divisions, the first of which, Division 01, is entitled "General Requirements."

The standard fundamental provisions affecting the rights and duties of the parties appear in the General Conditions. Language to modify the fundamental relationships between the parties, supplement the framework set forth in the General Conditions, or change the language of the General Conditions, should appear in the Supplementary Conditions. Examples of this are a change in Contractor's Site responsibilities, and a supplemental clause specifying the details of insurance coverages and limits for the Project.

Price terms, monetary terms such as liquidated damages clauses, and completion dates should all be set forth in the Agreement (C-520–Stipulated Sum, or C-525–Cost-Plus-Fee), and should not be included in the Supplementary Conditions.

1.4 *Arrangement of Subject Matter*

This Supplementary Conditions document is arranged in the same order as the 2018 edition of the General Conditions, and the proposed Supplementary Conditions Paragraphs bear comparable addresses to those of the General Conditions. A discussion of the purpose and function of these suggested Supplementary Conditions is included in EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

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1.5 *Use of this Document*

The text in this document is suggested contract language for some commonly used Supplementary Conditions. Most of the suggested Supplementary Conditions are accompanied by Guidance Notes that discuss the purpose or usage of the Supplementary Condition. These Guidance Notes are often just the first step in determining whether to use the Supplementary Condition, and if so whether revisions are needed to suit the specific project. The drafter should bear in mind that most contractual provisions have important legal consequences. Consultation with legal counsel before finalization of any amendment or supplement is recommended.

There may be notes, prompts, or "fill in the blanks" within the text of a suggested Supplementary Condition. These should be read and followed, then removed when the document is finalized. See Paragraph 4.0, Finalizing a Specific Project's Supplementary Conditions, below.

Many sets of supplementary conditions examined by EJCDC contain typical or "boilerplate" provisions that have accumulated like moss over the years, appear to have no practical significance for the particular project, and may produce unintended and surprising legal consequences. Such provisions are usually there because someone saw similar terms in other contract documents and it "sounded good." Selecting contract terms in that manner is not recommended. Provisions of the Supplementary Conditions should address a particular point in the General Conditions or cover a particular topic. The Supplementary Conditions should not be a repository for general language of vague meaning for which another location cannot be readily found.

This Supplementary Conditions document assumes a general familiarity with the other Construction Series (C-Series) documents prepared by EJCDC and, when drafting language, specific attention to them is encouraged. Standard documents or prescribed forms issued by governmental bodies and other owners may differ materially from the documents of EJCDC so that careful correlation of any amending or supplementing language is essential. The practice of stating that any provision in one document that is inconsistent with another is superseded, or that one document always takes precedence over another in the event of a conflict in language or requirements, is sometimes necessary, but generally discouraged. The resulting legal consequences of such provisions are frequently difficult to decipher and may be very different from what was anticipated.

The EJCDC General Conditions use carefully chosen language and set forth the basic responsibilities of the parties with respect to fundamental matters and legal consequences. Their provisions should be altered only where mandated by the specific requirements of a given project and the consequences of any modification are thoroughly understood.

Caution should be exercised when making any change in the standard documents. They have been carefully prepared, terms are used uniformly throughout and are consistent with the terms in other EJCDC documents. Their provisions have been carefully integrated, and are dependent on one another. A change in one document may necessitate a change in another, and a change in one paragraph may necessitate a change in other language of the same document. No change should be made until its full effect on the rest of the General Conditions and other Contract Documents has been considered.

Lastly, remember that an engineer is neither qualified nor licensed to give advice to others on the legal consequences of contracts. All of the Contract Documents have important legal consequences. Similarly, many portions of the documents involve insurance, bonding, and other

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subjects that are outside the scope of an engineer's services. Owners are encouraged to seek the advice of an attorney (and risk managers, insurance consultants, and other specialists) before accepting any modification of the published forms, before the documents are sent out for bidding, and most assuredly before signing any agreement.

2.0 STANDARD PREFATORY LANGUAGE AND TRADITIONAL FORMAT FOR SUPPLEMENTARY CONDITIONS

Suggested format and wording conventions for Supplementary Conditions appear below.

2.1 *Table of Contents*

The inclusion of a table of contents will benefit the user of the Supplementary Conditions, especially if additional articles (beyond the 18 Articles of the General Conditions) are added.

2.2 *Pagination*

If CSI's MasterFormat™ is being used for the Contract Documents, consult MasterFormat™ for the appropriate section number and number the pages accordingly.

2.3 *Format for Complete Paragraph Change*

When completely superseding a paragraph of the General Conditions, the following example language may be used:

"SC-5.09 Delete Paragraph 5.09.B in its entirety and insert the following in its place:

[Text to be inserted]"

2.4 *Format for Change within a Paragraph*

When changing language within a paragraph of the General Conditions, the following example language may be used:

"SC-6.21 Amend the second sentence of Paragraph 6.21.A **[to read as follows] [by striking out the following words]**:

[Text to be modified]"

2.5 *Format for Additional Language*

When adding language to an existing paragraph of the General Conditions, the idea may be expressed as in the following example:

"SC-9.03 Add the following language at the end of the second sentence of Paragraph 9.03:

[Text to be added]"

2.6 *Format for Additional Paragraph*

If it is desired to add a new paragraph to the General Conditions, the thought may be expressed as in the following example:

"SC-8.06 Add the following new paragraph immediately after Paragraph 8.06.B:

C. [Paragraph text to be added]"

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3.0 ALTERNATIVE FORMAT FOR SUPPLEMENTARY CONDITIONS

Electronic files are commonly used for transmittal and storage of the text of standard documents. In fact, EJCDC no longer publishes printed documents. Because it is easy to modify documents electronically, it is increasingly common for practitioners to integrate the text of desired Supplementary Conditions into the text of the General Conditions. Most word processing programs have line-out and underlining features that accurately show deletions, changes, and additions. Users of EJCDC's General Conditions are contractually obligated, through the terms of the purchase of the document, to clearly delineate all changes made to the standard text of the General Conditions to other parties in interest (for example, if Owner makes changes, Owner should show these changes to prospective bidders). It would be misleading to users (and a violation of the License Agreement) to imply or represent that the General Conditions are EJCDC's General Conditions if changes are not properly and clearly identified during the contract formation process.

4.0 FINALIZING A SPECIFIC PROJECT'S SUPPLEMENTARY CONDITIONS

4.1 *Key Steps*

A. Review Paragraphs 1.0, 2.0, and 3.0 above, especially Paragraph 1.5, Use of this Document.

B. Read the Guidance Notes that accompany the proposed Supplementary Conditions.

C. Retain those Supplementary Conditions that are applicable to the specific Project; revise the standard wording as needed; supply required information such as insurance policy limits.

D. Delete all proposed Supplementary Conditions that do not apply to the Project and delete Paragraphs 1.0 through 3.0 and all Guidance Notes.

E. Add any additional Supplementary Conditions specific to the Project.

F. Check cross-references back to the General Conditions.

G. Delete this Paragraph 4.0 after confirming that Paragraphs 1.0, 2.0 and 3.0, all Guidance Notes, and all other notes have been removed.

H. Remove the cover pages (title pages).

I. Update or delete the Table of Contents.

4.2 *Editing the Supplementary Conditions Text*

A. Type in required information as indicated by brackets (**[ ]**). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete the brackets and change formatting to match surrounding text after the project specific text has been added, e.g. change "**[Project Name]**" to "Peach Street Renovation" (without brackets or bold, or quotation marks).

B. Fill in blanks, if any (more commonly information to be inserted by user will be indicated by a prompt in brackets, as described in Paragraph A above, rather than by an underline-style blank).

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C. Some Notes to Users are interspersed in the text, usually within brackets. Delete all "Notes to User" after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.

D. Fill in all tables.

5.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

6.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide assistance in the preparation of Project-specific documents. These notes are intended for use by the user in the preparation of the document and are not intended to be included in the completed document. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the Instructions themselves. As project-specific Instructions to Bidders are prepared and made ready for issuance to bidders, all shaded text (Guidance Notes and Notes to Users) should be deleted.

A Guidance Note provides information regarding the suggested Supplementary Condition that follows, including reasons for the suggested SC, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the text of a suggested Supplementary Condition. When alternate wording is presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete the wording not used.

7.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Guidance Note—Introductory Statement—The following is a suggestion for use at the beginning of the Supplementary Conditions for a specific project:

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

Guidance Notes—Furnishing Copies of Insurance Policies— Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance and copies of endorsements. Paragraph 6.02.D states that upon request by Owner or other additional insureds, Contractor must provide evidence of insurance such as copies of required policies, and documentation of applicable self-insured retentions and deductibles, such as a copy of the portion of the insurance policy establishing the retention or deductible amount. Parallel provisions (GC-2.01.C; GC-6.02.E) apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance and endorsements at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this

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Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

Guidance Notes—Furnishing Contract Documents to Contractor—GC-2.02.A indicates that Owner will furnish four printed (hard) copies of the Contract Documents, and one PDF copy.

If Owner is not furnishing PDF or other electronic files of the Contract Documents, then (1) revise GC-2.02.A to indicate that Owner is not providing the PDF files, and (2) include a Supplementary Condition that deletes Paragraph 3.01.C in its entirety (see SC-3.01 below). SC-2.02 below is used to accomplish item (1), and may also be used to change the number of printed copies of the Contract Documents to be provided, if the number is not four.

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **[number]** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **[one copy] [none]** in electronic portable document format (PDF).

Guidance Notes—Conformed Contract Documents—On some projects it may be useful to produce conformed Contract Documents, in which the content of Addenda and negotiated changes are merged into the appropriate Specifications, Drawings, General Conditions, and other Contract Documents. This may be especially true on private construction projects where the terms and scope are negotiated and modified significantly after the initial release of proposed Contract Documents. Conformed documents may be considerably more convenient to use during the performance of the Work and the administration of the Contract.

EJCDC advises that if conformed documents are to be prepared and made available to Contractor, sufficient time and budget must be allocated to ensure the quality and full coordination of the conformed documents, and Owner and Engineer must recognize that Contractor, Subcontractors, and Suppliers will likely rely on the conformed version of the Contract Documents rather than the source components. If conformed documents are prepared without the level of commitment necessary to allow them to be accorded the full status of "Contract Documents," and are merely for reference or convenience, they should be accompanied by clear disclaimers of their content and a warning to consult the actual source Contract Documents.

A Supplementary Condition regarding conformed documents is necessary only if the Owner intends to provide the Contractor with conformed documents that will serve as binding Contract Documents. The following may be used for that purpose:

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **[number]** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

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2.06 *Electronic Transmittals*

Guidance Notes—Electronic Documents Protocol (EDP)—GC-2.06.A authorizes the electronic transmittal of Electronic Documents (commencing with the 2018 edition of the C-Series, Electronic Documents is a defined term in the General Conditions), and GC-2.06.B indicates that if the Contract does not establish protocols for such transmittals, then Owner, Engineer, and Contractor will jointly develop such protocols. The following Supplementary Conditions may be used to contractually establish transmittal protocols, eliminating the need for joint development after the Contract is underway.

The Supplementary Conditions establishing the Electronic Documents Protocol ("EDP" or "Protocol") define the relationships between the parties relative to responsibilities and limitations governing use of Electronic Documents on the Project. The drafter of the Protocol, with assistance of Owner and Engineer, will need to customize for Project-specific management, system, data, and technical needs.

Software and data formats for exchange of Electronic Documents will vary depending on the preferences of the Owner and the needs of the Project. A sample set of basic software and data formats, commonly seen for exchanging information on many horizontal construction projects, has been included in Exhibit A, Software Requirements for Electronic Document Exchange, as a starting point for Project information exchange standards. **[Exhibit A is located at the end of C-800, with other exhibits.]** No representation is made that these standards will be applicable to any particular project, and each user must review and modify Exhibit A as needed.

The Protocol addresses the limited data exchange functions intended by the basic software and data formats described in Exhibit A, but the Protocol does not directly address the exchange of "native" design files between the parties for more robust uses beyond such data exchange, nor does it address special issues associated with use of "native" design files, not the least of which is suitability for uses not necessarily intended or anticipated by the file author. While nothing precludes the exchange of "native" files under this Protocol, it is up to the Parties to define how such "native" files may be used and modify the Protocol for criteria of use and any limitations to such use.

Many entities have developed their own data organization standards for "native" files, including such criteria as data model element organization, drawing layer conventions, Building Information Modeling (BIM) and Civil Integrated Management Model protocols, Geographic Information System schema, and integrated and cross-referenced data sets. Additionally, several institutions and design/construction industry organizations have developed and published more comprehensive technical criteria, schemas and plans for use as guides to data organization standards.

Here again, where the data standards require a broader and, generally more collaborative, review and definition of the obligations of the parties, it is up to the parties to significantly modify this Protocol considering such matters as: 1) party responsible for managing models or system; 2) maintaining integrity of the models or system; 3) ownership of the model or system; 4) enhanced system infrastructure, software, access and security standards; 5) responsibility and liability of respective parties in the role of adding or using elements of common models; 6) additional protocols for quality control and quality assurance; and many other factors.

Some projects feature a Project Website as a part of the EDP. The EDP below includes a clause that may be used to set standards for such a website:

1. *Project Website Established by Owner:* If Owner, either directly or through the Engineer or a third party, elects to establish and operate a Project Website or other electronic information management system during the Project, with or without the project document archive described in SC-2.06.B.2.e,

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then include and modify Paragraph SC-2.06.B.2.h as appropriate to set forth any standards applicable to use of the website.

2. *Project Website Established by Contractor:* Under the less common condition in which the operation of the Project Website is delegated by Owner to the Contractor, Paragraph SC-2.06.B.2.h will need to be modified significantly and include the method of compensation, if any, to be paid to Contractor for Project Website services.

To include an Electronic Documents Protocol (EDP), use the following Supplementary Condition:

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

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2. *System Infrastructure for Electronic Document Exchange*

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **[number]** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the

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Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) **[Describe the period of time during which the Project Website will be operated and be available for reliance by the parties]**;

2) **[Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website]**;

3) **[Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.)]**; and

4) **[Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use]**.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

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3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

Guidance Notes—Requests by Contractor for Electronic Documents in Other Formats: SC-2.06.B and SC-2.06.C above constitute an Electronics Document Protocol for transmittal of Electronic Documents. When the Owner desires to retain the option to allow certain documents to be made available to Contractor in formats other than those described in SC-2.06.C of the Protocol, the Owner should add the following Supplementary Condition and release language:

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is

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specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $**[number]** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

Guidance Notes—Furnishing Contract Documents to Contractor—GC-2.02.A indicates that Owner will furnish four printed (hard) copies of the Contract Documents, and one PDF copy. (See Guidance Note for Paragraph 2.02.) GC-3.01.C states that if there is a discrepancy between the electronic version of the Contract Documents and the printed (hard copy) version, then the printed version controls. If Owner is not furnishing PDF or other electronic files of the Contract Documents, then GC-3.01.C becomes superfluous, and the following may be used:

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

Guidance Notes—Defining Weather-related Delays—GC-4.05 is arguably one of the most important provisions in the General Conditions because it allocates the risk of delays in the Work. Delays may be costly to the Contractor and Owner, and detrimental to the success of the Project. Delays beyond the Contract Times have the potential to result in the imposition of liquidated and special damages included in the Contract. When there is any change in the allocation of risks for delays from what is included in GC-4.05, a corresponding SC-4.05 is required.

Particular attention should be paid to the provisions of GC-4.05.C, which is the Contract's force majeure clause governing allocation of risks for delays that are beyond the control of both the Contractor and the Owner. Because weather-related delays are so common, the drafter of the Supplementary Conditions may want to consider including a more specific provision regarding weather-related delays, particularly in cases where adherence to the Contract Times is extremely important and where the Work will be of such a nature as to be susceptible to weather-related delays. Sample contract language is presented below as SC-4.05.C. As the following commentary indicates, other approaches are possible and should be considered.

The General Conditions indicate at GC-4.05.C.2 that the Contractor will be entitled to an equitable adjustment in Contract Times if the Work is delayed by "abnormal weather conditions." This standard will be sufficient in most situations, and is applicable to the full range of possible bad weather events. However, the drafter of the specific Contract may wish to define "abnormal weather" by reference to

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objective, measurable weather factors. To draft a supplemental weather-delay provision that defines abnormal weather, the drafter must consider the threshold level of severity of weather that may affect the progress of the Work—the Contractor must anticipate and cope with the weather up to the defined threshold, and if the threshold is reached or exceeded, the Contractor will be entitled to additional time to complete the Work. One such threshold level of severity could be specified to apply to the entire construction (this is the approach taken in the sample SC-4.05.C), or separate levels could be specified for different elements of the Work. As an example of the second alternative, and while it is acknowledged that the parties may not know specific construction activities at the time the initial Contract Documents are prepared, presumed weather severities could be tailored to the materials or type of construction involved. For example, if the Work involves reinforced concrete, the weather conditions that could delay concrete pouring might not reasonably delay erection of formwork or placement of reinforcing steel. The possibility of lingering effects should be considered when drafting such provisions.

In some localities there may be well established and widely accepted procedures for monitoring and evaluating the weather impacts on a construction project, such as the procedures set forth in municipal or state department of transportation standard specifications. The drafter of the Contract Documents may wish to adopt such procedures if relevant to the specific project, as an alternative to the sample procedures set out in the optional SC-4.05.C.

SC-4.05.C, if adopted, ties the definition of "abnormal weather" to two factors, precipitation and temperature. The drafter must establish a threshold amount of daily precipitation that is tolerable in the specific location—any day that incurs an amount at or above the threshold is a bad weather day. Similarly, the drafter must define acceptable temperature thresholds—dropping below the minimum or rising above the maximum will result in categorization as a bad weather day. Finally, the drafter must define how many bad weather days in each category (precipitation, excessively cold weather, excessively hot weather) are foreseeable (essentially "normal" or tolerable) in each month. In most locations, the normal expectation for bad weather in a month will vary with the seasons.

Even if the parties anticipate a short project duration, the table (Exhibit B—Foreseeable Bad Weather Days) that is incorporated in SC-4.05.C should encompass the entire calendar year to ensure that, regardless of postponements, suspensions, or delays, the Work as actually performed is contractually covered by SC-4.05.C. **[SC-4.05.C includes and incorporates the table identified as Exhibit B—Foreseeable Bad Weather Days (located with other exhibits at the end of C-800)].**

An important step in drafting a supplemental clause regarding weather delays is establishing the source for actual weather records and site conditions (for lingering effects) and the required content of such records. A variety of sources may be viable options for weather records, but in general it is better when the weather monitoring site is relatively close to the Site. Sources may include the National Weather Service, media outlets that maintain weather-monitoring networks, certain schools and universities, and possibly wastewater conveyance utilities. Before specifying the source of data, verify that the data is available, and the type of data collected.

The text of SC-4.05.C, defining "abnormal weather" based on precipitation and temperature extremes, is indicated below. If the drafter elects to use this optional Supplementary Condition, edit the example language to suit the Project, and provide the weather thresholds required in the text and in the Exhibit B table.

A few specific Guidance points for SC-4.05.C:

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1. Edit Paragraphs SC-4.05.C.5.b "1).i)" and "1).ii)", to suit the Project; the times specified in Paragraph "1).i)" are presumed times for wet weather to render the Site inoperable for the following workday.
2. Based on recorded weather data available from the weather station indicated in Paragraph SC-4.05.C.5.b "2)", insert in SC-4.05.C.5.b "1).i)" and "1).ii)" the threshold one-day precipitation quantity and the threshold temperatures (minimum and maximum).
3. Insert in the appropriate blanks in Paragraph SC-4.05.C.5.b "2)" below the entity operating and maintaining the weather station, and the location of the weather station; for example, "National Weather Service weather monitoring station at the Buffalo-Niagara International Airport." For the selected entity and site, verify the data types and frequency available for the particular weather monitoring station.
4. Based on data from the weather monitoring station indicated in Paragraph SC-4.05.C.5.b "2)", fill in all the cells in the table identified as Exhibit B—Foreseeable Bad Weather Days. Optimally, data indicated should be averaged over a period of not less than five years although other durations may be appropriate. Edit the sample language when other foreseeable weather factors can affect the construction, such as high winds or other factors.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

   a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

   b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

      1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

         i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **[threshold precipitation quantity]** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

         ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **[temperature]** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **[temperature]** degrees Fahrenheit.

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2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **[name of the entity operating the weather station]** weather monitoring station at **[location of the weather monitoring station]**.

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit **[exhibit number]**—Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **[exhibit number]**—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

Guidance Notes—Reports and Drawings Containing Technical Data (Subsurface; Physical Conditions)

1. This is a mandatory Supplementary Condition. Paragraph 5.03, Subsurface and Physical Conditions, of the General Conditions requires the identification of reports and drawings that contain Technical Data regarding subsurface and physical conditions at or adjacent to the Site. See GC-5.03.A.1 and 2. This will typically include current and recent geotechnical reports, drawings of existing subsurface and surface conditions (including structures such as buildings and foundations), and any other documents that Owner or Engineer has determined to contain reliable Site information. GC-5.03.A.3 requires the identification of the specific Technical Data in the reports and drawings. This is an important task because only the Technical Data is entitled to reliance by Contractor—the remainder of the contents of the reports and drawings does not receive this elevated status.
2. Typical examples of the contents of Site-related reports and drawings that might be categorized by Owner or Engineer as Technical Data for contractual purposes are:
    a. boring logs;
    b. recorded measurements of subsurface water levels;
    c. assessments of the condition of subsurface facilities;
    d. laboratory test results; and
    e. mapping based on remote sensing.
3. Use SC-5.03, presented immediately below, for the purpose of identifying the Site condition documents that contain Technical Data, and the specific Technical Data contained in each report and drawing.

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4. In a change from the two previous editions of the EJCDC Construction Series documents (2013 and 2007), the user should not list all archival and other documents concerning the Site here in the Supplementary Conditions—as of 2018, for GC/SC-5.03 list in the Supplementary Conditions only those documents determined by Owner or Engineer to contain Technical Data.

5. *Filling in the tables:* SC-5.03.E contains a table for listing reports that contain Technical Data, and identifying that data; and SC-5.03.F contains a table for listing drawings that contain Technical Data. Examples of a completed row from each table follow, for illustrative purposes only:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Results of Investigation of Subsoil Conditions and Geotechnical Recommendations—Riverside Wastewater Treatment Plant	August 8, 2018	Boring Log, Test Site 1, at page 32 of Report.

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Record Drawings: Route 24 Overpass Abutment Project	November 30, 2012	All information in drawings, with the exception of the contents of Drawings 001 and 005.

6. In addition to requiring the identification of Technical Data in SC-5.03, EJCDC also requires that Owner identify and disclose to Bidders archival and other Site-related documents known to Owner (but that do not contain Technical Data and therefore are not listed here in the Supplementary Conditions), in a list distributed with the Instructions to Bidders. See Instructions to Bidders, Article 5. The Bidders may then review documents of interest, and perhaps glean information useful to them in fashioning a bid and planning the Work. There is no requirement, however, that Bidders or the Contractor review the documents disclosed in the Instructions to Bidders, nor are they held accountable for any data or information in such documents; similarly, Owner has not verified the data or information in these documents, and is not responsible for their accuracy. The requirement that Contractor review and take responsibility for Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

7. If the Supplementary Conditions neglect to expressly identify the Technical Data entitled to reliance, then certain data in documents such as a geotechnical report, environmental report, or similar investigative report prepared for the current Project are, by default definition, Technical Data upon whose accuracy Contractor may rely. See the default definition of Technical Data, GC-1.01.A.46.b.

8. Paragraph GC-5.03.B clarifies that Underground Facilities are shown or indicated in the Drawings. Requirements with respect to Underground Facilities are set forth in Paragraph GC-5.05.

9. Paragraph GC-5.06 requires disclosure of documents relating to Hazardous Environmental Conditions at the Site. Note that these requirements differ from the requirements regarding disclosure of documents relating to subsurface and physical conditions in GC-5.03, and here in SC-5.03.

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10. If Owner elects to furnish a Geotechnical Baseline Report (GBR), use the alternate SC/GBR-5.03 and SC/GBR-5.04 presented in Exhibit C to this document, rather than the SC-5.03 version immediately following. **[Exhibit C is located at the end of C-800.]**

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
		[Identify Technical Data]

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

Guidance Notes—Reports and Drawings Regarding Hazardous Environmental Conditions—This is a mandatory Supplementary Condition. Paragraph 5.06 of the General Conditions contemplates that Owner will identify all known documents regarding Hazardous Environmental Conditions (HEC) that have been identified at or adjacent to the Site. It also requires the identification of Technical Data (upon whose accuracy Contractor may rely) contained in such documents. Use SC-5.06, presented immediately below, to identify the known HEC documents. Refer to Guidance Note 5 preceding SC-5.03 for examples of completed rows of tables similar to the tables in SC-5.06. Also note that if either a geotechnical report or environmental report has been prepared for the Project, and the Supplementary Conditions neglect to expressly identify reports or drawings or reports' or drawings' Technical Data upon whose accuracy Contractor may rely, then the default definition of Technical Data in Paragraph GC-1.01.A.46.b of the General Conditions will apply.

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SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
		[Identify Technical Data]

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

Guidance Notes—Performance and Payment Bonds

1. *Deletion of Performance/Payment Bond Requirement:* Paragraph 6.01.A of the General Conditions requires that Contractor furnish a performance bond and a payment bond. If performance and payment bonds are not required for a specific Contract, include a Supplementary Condition that deletes the GC-6.01.A requirement.
2. *Performance/Payment Bond Forms:* Paragraph 6.01.C requires that all bonds be "in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract…." Some Owners may have in-house bond forms that must be used, or in some instances state or local law may mandate a specific bond form. In all other cases, EJCDC recommends that its standard performance and payment bond forms, EJCDC® C-610, Performance Bond (2018), and EJCDC® C-615, Payment Bond (2018), be included or specified. These bond forms were developed in collaboration by EJCDC with other principal design, construction, and surety organizations, and as a result contain industry-standard wording, organization, and terminology. (The 2010, 2013, and 2018 editions of these two bonds are essentially identical, and interchangeable.) Most sureties and bond producers have templates of the EJCDC bonds and can issue them readily.
3. If the EJCDC performance and payment bonds are required, EJCDC recommends that prospective Bidders or contractors be given sample copies of the two bond forms (typically as a part of the Bidding Documents), and buttress the requirement with an express Supplementary Condition specifying the use of the standard EJCDC bonds. The Supplementary Condition for that purpose follows.

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SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

Guidance Notes—"Other Bonds," Warranty Bond

1. Other Bonds

Paragraph 6.01.B states that if Contractor is required to provide a bond other than a performance or payment bond, the requirement will be set forth in the Supplementary Conditions. This statement is not relevant or related to a requirement that a Bidder must furnish a Bid Bond: such a requirement (if any) is part of the bidding process that occurs before entry into the construction contract, and the bid bond requirement would be included in the Instructions to Bidders. See Instructions to Bidders, Article 8. Rather, the reference is to any special purpose bond that is required.

2. Warranty Bond

Perhaps the most common "other" or special purpose bond that might be required is the warranty bond (also called a maintenance bond). A warranty bond provides assurance that Contractor (or if necessary the surety) will meet the contractual correction period obligations during a specified period of time after construction has been completed.

SC-6.01.B.1 presents model wording for requiring that Contractor furnish a warranty bond. EJCDC's standard form for such a bond is EJCDC® C-612, Warranty Bond (2018); if SC-6.01.B.1 is used, the Warranty Bond form should be provided to bidders or prospective contractors with the Supplementary Conditions (typically as a part of the Bidding Documents).

The C-612 Warranty Bond is intended to be used to provide bonding for a period of time greater than one year after Substantial Completion. EJCDC® C-610, Performance Bond (2018) already obligates the surety with respect to the correction of defective Work (C-610, Paragraph 7.1), and has a duration sufficient to allow bond claims based on defects discovered during the standard one-year correction period (GC-6.01.A; C-610, Paragraph 11); and the purchase price charged for the performance bond is based on that bond remaining in effect during the one-year correction period. Thus, a warranty bond is not needed if the correction period remains the standard one year, and indeed would be redundant with the performance bond if used solely to cover that one-year correction period.

To avoid possible conflicts regarding responsibilities between the surety that issues the performance bond and the surety that issues the warranty bond, EJCDC recommends a requirement that the two bonds be issued by the same surety. See SC-6.01.B.3.

Although in theory a warranty bond could be furnished for a very lengthy duration (four or more years beyond Substantial Completion), such a lengthy bond would probably be commercially difficult to obtain and very expensive. EJCDC recommends an endpoint for the warranty bond of either two years after Substantial Completion (essentially extending the bonded coverage by one additional year) or three years after Substantial Completion (extending the bonded coverage by two additional years). These two recommended options are embedded in the C-612 Warranty Bond form.

By its terms the EJCDC warranty bond applies to the contractual correction obligation at GC-15.08. SC-6.01.B.2 extends that contractual correction period beyond its standard one-year duration—the

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contractual extension should match the Warranty Bond duration. For the sake of clarity, EJCDC recommends a cross-reference to Supplementary Condition SC-15.08.A—see Article 15 below.

Because correction period work is, in total, likely to cost only a modest fraction of the Contract Price, warranty bonds typically have a bond amount that is 10 or 15 percent of the Contract Price. The precise percentage required should be clearly indicated in the Supplementary Condition.

The suggested wording to extend the correction period and require that Contractor furnish a warranty bond follows:

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **[number—either 2, 3, or other]** years after Substantial Completion.

2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **[number—either 10, 15, or other]** percent of the final Contract Price. The warranty bond period will extend to a date **[number—either 2, 3, or other]** years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

Guidance Notes—Modifying Insurance Company Ratings Requirements—Paragraph 6.02.B of the General Conditions requires that all companies that provide insurance policies required under this Contract must have an A.M. Best rating of A-VII or better, unless a different standard is indicated in the Supplementary Conditions. The A.M. Best ratings are based on the financial strength and size of the insurance company, with A-VII representing a commonly used standard. SC-6.02 is the location for noting any different standard, whether narrower or broader.

In some states, not all worker's compensation insurers obtain A.M. Best ratings. The Owner may wish to include the following optional exception (modified to meet applicable provisions in the state) to the requirement in Paragraph 6.02.B:

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

Guidance Notes—Specifying Insurance to be carried by Subcontractors and Suppliers—GC-6.02.H indicates that Contractor must require its Subcontractors and Suppliers to purchase and maintain

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insurance that is appropriate for their participation in the Project. This provision intentionally gives Contractor considerable latitude in risk management with respect to its Subcontractors and Suppliers. In most cases the Contractor will have more familiarity than Owner with the risks associated with particular types of subcontracted work, with the Subcontractors and Suppliers selected, and with the insurance coverage requirements that should be imposed. Occasionally, however, the Owner will choose to establish insurance requirements that apply to some or all Subcontractors or Suppliers. SC-6.02.H.3 may be used for that purpose.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated: **[Identify Subcontractors, Suppliers, or categories of same, and insert specific insurance requirements and policy limits]**

6.03 *Contractor's Insurance*

Guidance Notes—Specifying Contractor's Insurance, Including Coverage Limits—This is a mandatory Supplementary Condition, because it is the location for specifying the insurance policies, coverages, and endorsements to be maintained by Contractor (other than builder's risk and other property insurance, which are addressed in SC-6.04), and the minimum coverage limits. However, not all components of SC-6.03 will be used for the specific Contract that is being drafted, and many parts may need to be modified or revised to meet specific insurance requirement objectives. Consultation with risk managers, insurance specialists, and legal counsel is a necessity.

The information set forth in this Supplementary Condition (and in all other contractual provisions regarding bonds and insurance) is typically provided by Owner, either directly or through written instructions given to Engineer (see EJCDC® C-051, Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance (2018), and EJCDC® C-052, Owner's Instructions to Engineer Concerning Bonds and Insurance (2018)).

The user should refer to the following Guidance points with respect to specific features of SC-6.03, including categories of insurance with unique features (such as Umbrella or Excess Liability insurance, SC-6.03.K), or that are required only under specific circumstances (such as Railroad Protective Liability insurance, SC-6.03.O):

1. *Deciding Whether to Require Umbrella/Excess Insurance:* SC-6.03.K, Umbrella or Excess Liability, is a standard insurance provision that requires Contractor to carry an Umbrella or Excess Liability policy. Some Owners do not require that Contractor carry Umbrella/Excess insurance, perhaps viewing the decision to obtain and maintain Umbrella/Excess, and the specific amount of Umbrella/Excess coverage, as risk management choices best left to the Contractor; and presumably in such cases the Owner accepts that the primary policies (most importantly Commercial General Liability), as specified, provide adequate protection.

   If Owner revises the standard terms by deleting the requirement that Contractor provide Excess or Umbrella liability insurance, then Owner may wish to consider requiring (in SC-6.03.G, Commercial General Liability—Form and Content) that "The general aggregate limits under SC-6.03.I (Commercial General Liability—Minimum Policy Limits) be maintained fully available for this Contract by obtaining

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and maintaining a Designated Construction Project General Aggregate Limit endorsement, or equivalent."

2. *Allowing the Umbrella/Excess Insurance to Satisfy Underlying Coverage Requirements*

   a. The optional Supplementary Condition SC-6.03.L, Using Umbrella or Excess Liability to Meet CGL and Other Policy Limit Requirements, is used to contractually authorize the common practice in which an Owner allows Contractor to meet the required minimum policy limits for commercial general liability and other primary liability policies by attributing a portion of Umbrella/Excess coverage to the underlying policy or policies. For example, if the Contract requires $5 million in CGL coverage; SC-6.03.L specifies (in the brackets in the last sentence) that a minimum of $3 million of the Umbrella must remain unattributed to any underlying policy; and Contractor has a CGL policy of $3 million and a $10 million Umbrella policy, then $2 million of the Umbrella could be attributed to the CGL, to meet the $5 million CGL minimum. Under that example, such attribution would still leave a "balance" of $8 million under the Umbrella, thus satisfying the requirement that a minimum of $3 million of the Umbrella remain unattributed to any underlying policy.

   b. In those cases in which SC-6.03.L, Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements, is used, it is important fill in the brackets in the last sentence, specifying the unattributed balance that is the appropriate amount for the specific Contract.

   c. Not all Owners will choose to allow an Umbrella/Excess policy to provide partial satisfaction of a primary liability policy coverage requirement, preferring the simpler approach of Contractor providing an underlying policy (most notably, CGL) in the full amount required. When this is the preference, do not include SC-6.03.L, Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements.

3. *Combining Contractor's Pollution and Professional Liability Policies:* Contractor's Pollution Liability Insurance (SC-6.03.M) and Contractor's Professional Liability Insurance (SC-6.03.N) are presented as two distinct required policies. However, Contractor's Pollution Liability and Contractor's Professional Liability policies are sometimes sold as a hybrid or combined policy. After consulting with its risk managers, Owner may wish to supplement the two provisions with a statement indicating that Contractor may provide such a combination policy, as an acceptable alternative to providing two separate policies, at a stated policy limit for the combination policy.

4. *Railroad Protective Liability Policy:* If any portion of the Work will take place within 50 feet of railroad-owned or controlled property, the railroad company will likely require that the Contractor obtain a railroad protective liability policy. Use Paragraph SC-6.03.O below if such a policy is required.

   A railroad protective liability policy is for the benefit of the railroad company (not the Contractor or Owner), providing the railroad with protection from both liability and property damage it incurs because of the Contractor's construction activities. The railroad protective policy is site-specific, and applies only when work is in progress—it does not include completed operations coverage.

   The standard coverage includes bodily injury or property damage that arises out of the acts or omissions of railroad employees, to the extent the acts or omissions are related to or in connection with the Contractor's activities. The coverage of physical damage to property should apply to real and personal property that is owned or leased by the railroad, including rolling stock, tracks, trestles, buildings, and structures.

   The railroad will usually have specific requirements for the railroad protective policy, including per-claim and aggregate policy limits, coverages, and the formal names of the railroad and other related

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insureds. In most cases the railroad will require an indemnification from Contractor, in addition to the insurance policy. The Owner or other drafter should include all known railroad requirements here or elsewhere in the Contract, if the requirements are known at the time the Contract is drafted.

5. *Unmanned Aerial Vehicle Liability Insurance:* The use of aerial drones on construction projects is increasingly common. If there is a possibility that Contractor will use drones on the specific Project, Owner may wish to include SC-6.03.P, Unmanned Aerial Vehicle Liability Insurance.

6. *Other Required Insurance:* If Owner or its insurance advisors or risk managers have identified other insurance policies that Contractor should obtain and maintain, based on the Owner's or Project's specific needs, identify the required policies and minimum policy limits at SC-6.03.Q. Note that Builder's Risk insurance is separately addressed in GC/SC-6.04.

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$
Bodily injury by disease—aggregate	$
Employer's Liability	
Each accident	$
Each employee	$
Policy limit	$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

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F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.

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5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$3,000,000
Products—Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$10,000,000
General Aggregate	$10,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy

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was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**[specify amount]** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	
General Aggregate	$3,000,000

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$
Annual Aggregate	$

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	**Policy limits of not less than:**
Each Claim	$
Aggregate	$

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional

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insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$
General Aggregate	$

Q. *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**

6.04 *Builder's Risk and Other Property Insurance*

Guidance Notes—Owner Purchase of Builder's Risk Insurance—The General Conditions require the Contractor to purchase and maintain builder's risk insurance. GC-6.04.A. The detailed requirements for the builder's risk insurance are set forth here in the Supplementary Conditions, in provisions such as SC-6.04.F, G, and H. (The option of requiring the Contractor to purchase an installation floater, as an alternative to builder's risk insurance, is presented in the alternate SC-6.04.A that follows the more commonly used builder's risk clauses.)

In the event that the builder's risk purchase requirement will be flipped, such that the Owner, rather than the Contractor, will purchase the builder's risk insurance, use the following SC-6.04.A:

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Guidance Notes—Builder's Risk Insurance Requirements—The standard builder's risk requirements in this Supplementary Condition may include some items that are not applicable to the specific Project. The user should revise the requirements based on knowledge of the Project, risk management analysis, and consultation with Owner's insurance advisors and legal counsel. The requirements are intended to be used regardless of whether the Contractor purchases the builder's risk insurance (the default assumption, as stated in GC-6.04.A), or the purchase responsibility is flipped to the Owner (see SC-6.04.A immediately above).

Some coverages, such as coverage of property in temporary storage, or coverage of property in transit, are commonly subject to sublimits—specific monetary caps on the amount of coverage. Although a sublimit may be appropriate (or at least tolerable) for some risk categories, the drafter should consult with an insurance advisor and specify a minimum for each sublimit, to avoid underinsuring the risk of a loss in such a coverage category. The provisions of SC-6.04.F indicate when a coverage category is likely to be subject to a sublimit, and provide a place for specifying an acceptable minimum. See SC-6.04.F.4, 5, and 12. SC-6.04.F.13 provides a location for specifying other sublimits.

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SC-6.04.F.5 requires coverage of construction materials "in transit." Specific policies may define this as being limited to domestic, overland transit, such as rail or truck transit. Because the risk of loss in transit will ultimately be borne by Contractor, a risk that is not within the scope of the specific builder's risk insurance policy (a loss during shipment from overseas, for example) could be managed separately by Contractor in its purchase agreement with the vendor.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

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6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

    a. **[Here list by legal name (not category, role, or classification) other persons or entities to be included on the builder's risk policy as named insureds. It is generally recommended to list the insured's full legal/contractual name, address, contact person, telephone, and e-mail address. Include only persons or entities that have property at the Site that is to be insured by the builder's risk insurance. If applicable, separately identify any mortgagee or lender required to be named as a loss payee.]**

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

    a. **[Here list or provide cross-reference to specific items of Owner-furnished (or third-party furnished) equipment, and purchase value; do not list items whose value is already included in the Contract Price.]**

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $**[amount]**.

13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:

    a. **[Here list a specific coverage, or cause of loss, that has been determined to be likely to be subject to a sublimit. If not applicable, then delete Paragraph SC-6.04.F.13 in its entirety.]** If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

Guidance Notes—Loss of Revenue and "Soft Cost" Coverage—The basic coverage of a builder's risk policy provides compensation for direct physical loss or damage to the Work. Such loss or damage often has secondary impacts associated with delays in completion of the Work. One significant secondary impact is loss of revenue. Another broad category of secondary impacts is often referred to as "soft costs"—extended financing costs, management and engineering expenses, tax and permit costs, and insurance.

It is usually possible to expand the basic builder's risk coverage to insure against loss of revenue and soft cost losses. SC-6.04.G provides a starting point for doing so. This clause should be reviewed carefully and

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supplemented as needed to obtain the coverage needed for the specific Project. Substantial input from Owner, working in conjunction with an insurance broker or consultant, is necessary to identify specific soft cost exposures, and to quantify the scope of possible losses. Without such input, it would be impossible for the builder's risk underwriters to assess risks and develop an appropriate premium.

For example, if soft cost coverage will extend to loss of revenue of a processing facility if it is completed late (as the result of physical damage from a covered risk, such as a fire), then it will be essential for the builder's risk insurers or brokers who price out the insurance to have a reasonable estimate of anticipated daily revenue and other financial factors. In a competitive bidding setting, and assuming that the Contractor will procure the builder's risk insurance (and include or account for the premium in the bid price), this means that such information will need to be furnished to bidders, who can then communicate it to brokers, who will furnish quotes for premiums.

As an alternative, Owner may prefer to solicit bids based on a generic requirement (such as that stated in SC-6.04.G), and then work with the selected Contractor and its insurer to refine the scope of loss of revenue and soft cost coverage and the related premiums, and issue a Change Order to document the precise coverage and any resulting change in Contract Price.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

Guidance Notes—Builder's Risk Deductibles—Paragraph 6.04.A of the General Conditions requires builder's risk insurance on a completed value basis, subject to such deductible amounts as are provided by the Supplementary Conditions. SC-6.04.H provides a means of identifying a primary deductible; other specific deductibles may also be added. It is common for builder's risk policies to feature several different deductibles, typically including a primary deductible and specific deductibles applicable to specific types of loss, such as flood and earth movement.

In some cases, the Owner (as the party directing or specifying the content of the insurance-related Supplementary Conditions) will choose not to specify any deductibles, leaving establishment of the deductible amounts to the discretion of the purchasing party, which is responsible for payment of the deductibles. Even when a deductible is stipulated, it is typically a maximum amount; the purchaser may choose to purchase a policy with a lower deductible.

The builder's risk policies available for projects in coastal and other high-risk areas may have special deductible provisions for wind and flood damage (hurricanes), earthquakes, and other specific risks. Such deductibles are determined based on a percentage of the property value at the time of loss, rather than being stated as a specific dollar amount. SC-6.04.H should be revised to reflect coastal or other local conditions that change the approach to deductibles.

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SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than $**[number]** for direct physical loss in any one occurrence.

Guidance Notes—Installation Floater—An installation floater is insurance carried by a specific contractor, covering only the materials and equipment to be incorporated in the contractor's work. It typically does not insure against losses that occur after installation. In most cases, builder's risk insurance offers broader coverage, covers the Owner, Contractor, and Subcontractors, and is the preferred risk management instrument. On some projects, an installation floater may be an acceptable alternative to a builder's risk policy. For example, on a pipeline project it may be sufficient from a risk management standpoint to insure against loss or damage to the piping until installation, at which time there is little further risk from standard insurable perils such as fire or windstorm. Because the Owner will typically not be an insured, the use of an installation floater also assumes a risk management decision that protecting the Contractor's interest in the materials and equipment is sufficient to assure the best interests of the project. See EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

If, after consultation with its risk managers, Owner elects to allow purchase of an installation floater rather than a builder's risk policy, the following SC-6.04.A should be included as a Supplementary Condition; GC-6.04.B, GC-6.04.C, GC-6.04.D, and GC-6.04.E should be retained; SC-6.04.F, Builder's Risk Requirements, should not be included; and SC-6.04.H, Builder's Risk and other Property Insurance Deductibles, should be included. Owner should determine whether soft cost and related coverage is available and warranted, and if so modify the contents of SC-6.04.G, Coverage for Completion Delays, for the installation floater requirement.

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:

a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;

b. while in transit to the Site, including while at temporary storage sites;

c. while at the Site awaiting and during installation, erection, and testing;

d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.

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3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

Guidance Notes—Defining "Regular Hours" and "Legal Holidays"—Paragraph 7.03.C of the General Conditions restricts Contractor to working during "regular hours" Monday through Friday, and no work is permitted on "legal holidays." To provide details regarding the meaning of the terms "regular hours" and "legal holidays," consider specifically defining them by adding the following:

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **[Here insert schedule of regular working hours]**.
2. Owner's legal holidays are **[Here insert list of legal holidays]**.

Guidance Notes—Days of the Week That May be Worked—To modify the days of the week that Contractor may work, use the following:

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, **[day of the week]** through **[day of the week]**. Contractor will not perform Work on a **[day of the week]**, **[day of the week]**, or any legal holiday."

Guidance Notes—Unlimited Work Schedule—If the Owner has no objections to the Contractor working multiple shifts, weekends, and legal holidays, use the following:

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

Guidance Notes—Responsibility for Overtime Costs—If Contractor is permitted to Work outside regular hours and on weekends and holidays, whether by a contractual provision or by Owner's consent during the course of the Project, then it is good practice to address the issue of whether Owner may charge Contractor for engineering expenses associated with the non-regular schedule. Some Owners may prefer to absorb these costs to incentivize (or at least facilitate) an aggressive schedule and timely completion; and in many cases the net additional expense may be modest. Other Owners may prefer to establish and

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collect a charge for the engineering services. Add the following as SC-7.03.D, making a policy choice regarding responsibility in the beginning of the sentence:

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **[Contractor] [Owner] [choose one and delete the other]** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

Guidance Notes—Defining Overtime Costs—If responsibility for costs in SC-7.03.D will be allocated to Contractor, Owner may wish to provide some specificity regarding the potential costs, through the addition of the following:

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as **[Here insert parameters for compensated overtime hours]**.

7.10 *Taxes*

Guidance Notes—Sales and Use Tax Exemptions—If Owner qualifies for a state or local sales or use tax exemption in the purchase of certain materials and equipment, add the following Supplementary Condition, with any revisions necessary to meet the specific applicable exemption rules.

If instructions to bidders or proposers are used, confirm that the provisions here are consistent with the corresponding provisions in such instructions. See EJCDC® C-200, Instructions to Bidders for Construction Contracts (2018), Article 21.

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of **[name of state where Project is located]** 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.

7.13 *Safety and Protection*

Guidance Notes—Owner's Safety Programs—Some Owners have written safety programs with which construction contractors must comply. If such is the case, Paragraph 7.13.G of the General Conditions

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states that the safety program will be identified or included in the Supplementary Conditions or Specifications (and Paragraph 9.12.B requires Owner to provide a copy of such programs to Contractor).

If the identification of the Owner's safety programs will occur in the Supplementary Conditions, use the following SC-7.13. If there is a Specification section (typically in Division 01) that addresses the Owner's safety programs, then SC-7.13 is unnecessary, though it could be retained as a means of providing a cross-reference to the specific location in the Specifications.

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: **[Here expressly identify by title and/or date, any such Owner safety programs. If Owner's safety programs are included in or addressed in the Specifications, SC-7.13 may be used to provide a cross-reference to the Specification section]**.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 *Coordination*

Guidance Notes—Coordinating Other Work at Site—Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site, Owner must provide to Contractor specified information regarding coordination of construction activities. (Note that Owner should provide specific information about the other work—nature of the work, scope, schedule, exact location—elsewhere in the Contract Documents or in other documentation.) When applicable, add the following to provide such information:

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.

1. **[Here identify individual or entirety]** shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
2. The following specific matters are to be covered by such authority and responsibility: **[Here itemize such matters]**;
3. The extent of such authority and responsibilities is: **[Here provide the extent]**.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

Guidance Notes—Owner's Site Representative—The EJCDC Construction series documents assume that the Engineer will be Owner's representative during construction. See EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (2018), Paragraph 3.01, and GC-10.01. On many projects the Engineer will carry out duties at the Site through a Resident Project Representative (RPR), as addressed in GC-10.03. When that is the case, SC-10.03.C and SC-10.03.D should be included, as modified for the specific Project.

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Paragraph 10.03.B of the General Conditions indicates that the Owner may designate a representative or agent who is not Engineer's consultant, agent, or employee, to represent Owner at the Site ("Owner's Site Representative"). In such case the Owner typically would not have the Engineer furnish a Resident Project Representative, and hence SC-10.03.B below would be used to indicate there is no Engineer's Resident Project Representative; and typically SC-9.13 would be used for the identification of the Owner's Site Representative.

Note that the following SC-9.13, if used, must be supplemented by customized text that explains the responsibilities of the Owner's Site Representative, so far as such are relevant to Contractor. The content of Paragraphs SC-10.03.C below may be a helpful starting point in drafting such supplemental text. In addition, if Owner's retention of an Owner's Site Representative will affect other aspects of Engineer's status during construction, other portions of Article 10 and many other parts of the General Conditions will need to be revised. In such cases it is typical for (and Laws and Regulations may require) the design engineer (as engineer of record) to at least retain a role with respect to design intent reviews of submittals and similar aspects of the Work.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be [**here identify individual or entity]**. The authority and responsibilities of Owner's Site Representative follow: **[Here describe the duties and activities of the Owner's Site Representative.]**

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

Guidance Notes—Engineer's Resident Project Representative (RPR)—As indicated in Paragraph 10.03 of the General Conditions, in those cases in which the Engineer will provide a Resident Project Representative (RPR) during construction, the authority and responsibilities of the RPR with respect to the Contractor must be specified in the Supplementary Conditions. SC-10.03.C and SC-10.03.D, below, provide a mechanism for doing so.

In the alternative, in some cases Engineer will not provide RPR services, either because there will not be an RPR, or because a party other than Engineer will provide the site services. When such is the case, SC-10.03.A.1 below should be used.

As indicated in Paragraph 10.03 of the General Conditions, the Owner may designate a representative or agent who is not Engineer's consultant, agent, or employee, to represent Owner at the Site. In such case, in addition to using SC-10.03.A.1, below, refer to the Guidance Note in Article 9 and use SC-9.13 above.

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SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

Guidance Notes—RPR Services—As discussed, the most typical case is that the site representative is Engineer's consultant, agent, or employee, in which case SC-10.03.C and SC-10.03.D are mandatory. SC-10.03.C and SC-10.03.D focus on the role of the Resident Project Representative with respect to the Contractor. The RPR's scope of services and obligations to Owner are typically more extensive than the provisions here in the construction contract; they are spelled out in detail in Exhibit D to EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services. The following should be edited to indicate the specific RPR authority and responsibilities that apply to this Contract.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving 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 Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

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a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

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Guidance Notes—Equipment Rental Costs—When Contractor's compensation is determined in whole or in part on the basis of Cost of the Work, equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. GC-13.01.B.5.c.(2) addresses Contractor owned equipment rental costs, indicating that such costs will be governed by a rental rate book specified in the Supplementary Conditions. The following Supplementary Condition is the location to specify the governing rental rate book. As of 2018, commonly used rental rate books include the Rental Rate Blue Book for Construction Equipment, and the AED Green Book: Rental Rates & Specifications for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **[name of equipment rental rate book]**.

Guidance Notes—Defining "Small Tools and Hand Tools"—GC-13.01.C.2 excludes the cost of "small tools and hand tools" from Cost of the Work. Providing more definition of what that term means in a Supplementary Condition may eliminate or reduce arguments about this aspect of Cost of the Work. One common approach is to define small tools and hand tools based on a price threshold, as follows:

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500. **[or insert other threshold price.]**

13.03 *Unit Price Work*

Guidance Notes—Variations from Estimated Quantities, Unit Price Work—GC-13.03.E is a "variation in estimated quantities (VEQ)" clause that applies when the actual quantity of a unit price item varies "materially and significantly" from the estimated quantity. The following Supplementary Condition is a more specific and detailed VEQ clause. By providing a specific threshold for eligible categories of unit prices, and specifically defining the degree by which an actual quantity must vary from the estimated quantity, the Supplementary Condition is intended to simplify and facilitate the administrative resolution of situations where actual quantities of unit price items differ materially and significantly from estimated quantities. When such a VEQ clause is used, a common number for the first blank is 5 percent of the Contract Price (based on estimated quantities), and a common number for the second blank is typically 15, 20, or 25 percent; however, other numbers may be appropriate in both locations.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

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a. the extended price of a particular item of Unit Price Work amounts to **[number]** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **[number]** percent from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

Guidance Notes—Coordinating Payments with Actual Progress of the Work—Paragraph GC-15.01.A states that progress payments for "cost-based Work will be based on Cost of the Work completed by Contractor during the pay period." This contractual provision generally will be sufficient to result in a fair and orderly payment process on cost-plus contracts. However, on some projects the cost-based progress payments may outpace the actual progress of the Work, or may become substantially out of step with respect to the ultimate limits created by a Guaranteed Maximum Price. The following clause may be added to Paragraph 15.01 to allow Owner to require Contractor to adjust its progress payment requests to bring the payment flow back into balance.

SC-15.01 Add the following new Paragraph 15.01.F:

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

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Guidance Notes—Modifying the Standard Time in Which Owner Must Make Payments— Paragraph GC-15.01.D states that Owner will pay Contractor within 10 days after receipt of Engineer's recommendation of payment of a progress payment; GC-15.06.E requires Owner to make the final payment within 30 days of the final Application for Payment. The user should confirm that these payment deadlines are acceptable to Owner. See EJCDC® C-050, Bidding Procedures and Construction Contract Documents (2018), Paragraph 5.06. If changes are appropriate, prepare Supplementary Conditions here in Article SC-15 to modify the number of days in which payments are due.

15.03 *Substantial Completion*

Guidance Notes—Owner Recovery of Re-inspection Costs—Paragraph 15.03.A of the General Conditions requires Contractor to give notice that the Work is substantially complete; Paragraph 15.03.B requires an inspection of the Work to determine whether Engineer agrees that the Work is substantially complete. If the Work is not substantially complete, and must be inspected again at a later point, then the following Supplementary Condition, if included in the Contract, would allow Owner to recover the cost of the re-inspection.

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

Guidance Notes—Lengthening the Correction Period—Paragraph 15.08.A of the General Conditions refers to a one-year correction period following Substantial Completion. During that one-year time period, Contractor is obligated to return to the Site to correct defective Work. If a longer correction period is to be imposed, use SC-15.08.G. Note that often the lengthening of the correction period will be tied to the use of a warranty bond. See SC-6.01.B. The extension of the correction period set forth in SC-6.01.B is confirmed in the following Supplementary Condition by reference. In that case the sentence may be terminated after "…years set forth in SC-6.01.B.1."

If the extension of the correction period is independent of a warranty bond or similar provision, then the user should accomplish the extension by filling in the number where indicated at the end SC-15.08.G.

If SC-15.08.G is not used, the correction period will retain the standard one year duration.

SC-15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **[number]** years after Substantial Completion.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

Guidance Notes—Alternatives to Litigation as Final Dispute Resolution Method; Arbitration— Paragraph 17.01.B of the General Conditions provides that for any dispute subject to final resolution under Article 17, Owner or Contractor may invoke the dispute resolution procedure called for in the Supplementary Conditions. Paragraph SC-17.02 is the location to identify any such primary dispute resolution procedure. If no procedure is identified here in the Supplementary Conditions, and the parties do not agree to a specific procedure, then the default resolution procedure will be litigation—the pursuit of rights in a court of competent jurisdiction. Note that before reaching the point of final resolution of disputes, in most cases the Owner and Contractor will already have engaged in the Claim process described in Article 12 of the General Conditions. That process allows for mediation of the dispute.

As an alternative to litigation, there are many other possible dispute resolution procedures, or combinations of procedures. One of the most common procedures for resolving construction disputes is arbitration; wording for an arbitration clause follows. A discussion of the pros and cons of the arbitration process (and there are many advocates on both sides) is beyond the scope of this Guide. Owner should consult with its legal counsel when considering the inclusion of an arbitration clause, or of any other dispute resolution procedure or combination of procedures.

The EJCDC arbitration clause is drafted to use the rules and administration of the American Arbitration Association. The user is free to substitute the rules and services of other dispute resolution organizations, and to customize the arbitration process to suit the needs of the specific Contract.

The arbitration option is as follows:

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

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C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

   1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

   2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

   3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

   4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

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17.03 *Attorneys' Fees*

Guidance Notes—Prevailing Party Attorneys' Fees Clause—In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because under the general rule claimants have little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that if a prevailing-party attorneys' fee rule is used instead of the general rule, then the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

If an exception to the general United States rule is preferred for disputes subject to final resolution under Article 17, then add the following express agreement:

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.08 *Assignment of Contract*

Guidance Notes—Assignment—GC-18.08 restricts the assignment of the Contract by both Owner and Contractor. From the Contractor's perspective, it has elected to work for a specific project Owner, based on an evaluation of the Owner's ability to meet its obligations (especially payment of Contractor), and on Owner's reputation for how it administers construction contracts. From Owner's perspective, it has awarded the Contract to a specific Contractor based in part on that Contractor's eligibility to perform the work with requisite competence, safety, and schedule compliance. GC-18.08 places some limitations on the ability of either party to transfer its duties without the consent of the other party.

If the parties anticipate during the drafting process that an assignment will occur (for example, a local sewer district that knows it soon will be transferring its infrastructure projects to a metropolitan authority), then a Supplementary Condition should be drafted to confirm the anticipated assignment and establish the parties' advance consent to the assignment, thereby avoiding possible disputes about granting consent.

Another possibility is an assignment of a contract or purchase order to the Contractor. This typically happens in the context of Owner's procurement of engineered equipment; if the procurement is in progress when the Contractor is selected, it may make sense to assign the procurement contract to the

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Contractor. SC-18.08.B may be used to implement such an assignment, and to establish the assignment's basic terms. SC-18.08.B is intended to be coordinated with the EJCDC Procurement Series (P-Series) documents.

The form to be attached as an exhibit to the Contract (meaning the construction contract of which these Supplementary Conditions are a part), as referred to in SC-18.08.B, is the Assignment of Contract; Consent to Assignment; and Acceptance of Assignment form that is attached to EJCDC® P-520, Agreement Between Buyer and Seller (2018).

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

B. The contract dated **[date]** between Owner as "buyer" and **[identify seller]** as "seller" for procurement of goods and special services ("procurement contract") **[is hereby] [will be]** assigned to Contractor by Owner, and Contractor **[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.

1. This assignment will occur on the **[Effective Date of the Contract]**, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.

2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller's performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.

3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.

4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to "buyer" and "seller" under the procurement contract will cease **[upon the assignment to Contractor]**.

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EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Guidance Notes—Exhibit A—This exhibit is used with the Electronic Documents Protocol (EDP) presented in SC-2.06. If the Project-specific Supplementary Conditions do not include SC-2.06, then do not include Exhibit A. If Exhibit A is included, modify it to conform to Project-specific requirements.

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later
DWG	Autodesk® AutoCAD .dwg format Version **[number]**
DOC	Microsoft® Word .docx format Version **[number]**
EXC	Microsoft® Excel .xls or .xml format Version **[number]**
DB	Microsoft® Access .mdb format Version **[number]**

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EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Guidance Notes—Exhibit B—This exhibit is used with SC-4.05.C, which provides a definition of those "abnormal weather conditions" that result from excessive precipitation or extreme temperatures. If the Project-specific Supplementary Conditions do not include SC-4.05.C, then do not include Exhibit B. If Exhibit B is included, fill in the information in the table to establish the Project-specific number of foreseeable Bad Weather Days with respect to precipitation and temperature.

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

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EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

Guidance Notes—Geotechnical Baseline Reports—This supplement presents optional Supplementary Conditions that are used if Owner elects to issue a Geotechnical Baseline Report (GBR) for a specific Project. Do not include this supplement with a project's Supplementary Conditions unless the GBR system is used.

Some project owners use a Geotechnical Baseline Report (GBR) for projects (or portions of a project) in which the subsurface conditions will play a significant role. Providing a GBR may result in bids with lower contingencies for subsurface conditions, and simplify the application of the differing site conditions provisions in Article 5 of the General Conditions. Commentary on Geotechnical Baseline Reports is presented in C-001. See also *Geotechnical Baseline Reports for Construction—Suggested Guidelines*, by Randall J. Essex, P.E., ASCE 2007. In many cases it may be advantageous for Owner, Engineer, or the geotechnical engineer to engage a consultant with GBR experience to assist in preparation of the GBR and related documents.

On projects in which a Geotechnical Baseline Report is used, it is typical to also assemble and provide a Geotechnical Data Report (GDR), as a separate, single source of factual geotechnical information regarding the Site. The content of the GDR is in essence what the EJCDC documents define as "Technical Data"—reliable factual information, such as boring logs and laboratory test results. (See the definition of Technical Data in Article 1 of the General Conditions, and the definition of a GDR in Article 1 of these Supplementary Conditions). Some Owners may elect to issue a GBR without compiling a GDR, but regardless of the format it is essential to identify and make all geotechnical data available. Note that a typical general-purpose geotechnical report, usually prepared primarily to assist in the design of the project, often contains not only factual data but also opinions, interpretations, and even speculation regarding the Site's subsurface conditions. Such a geotechnical report is not suitable to be adopted or identified as a GDR.

Although it is preferable that a GBR be comprehensive with respect to subsurface conditions, in some cases a GBR will establish baselines for a portion of a project, but will not address all subsurface issues. For example, the GBR may establish baseline subsurface conditions along the route of a pipeline, but be silent with respect to conditions underlying an associated pump building. Also, in some cases a project will involve both subsurface construction as well as building modifications or other tasks unrelated to geotechnical investigations, analysis, or interpretations. The SC/GBR provisions that follow retain certain differing site condition provisions of the General Conditions, in part because these may be needed for situations that are outside the scope of the GBR. As noted previously, these SC/GBR provisions contain locations for (1) identifying known reports and drawings regarding the subsurface conditions (a mandatory obligation), and (2) identifying Technical Data upon whose accuracy Contractor may rely (necessary in some but not all GBR projects, depending on the scope of the GBR and GDR documents).

If a GBR is used, it remains important to disclose known reports and tests regarding subsurface conditions; a place for doing so is provided in SC/GBR 5.03. If some Site conditions are outside the scope of the Geotechnical Baseline Report it will continue to be necessary to identify reliable Technical Data contained in such reports and drawings; however, if the Geotechnical Baseline Report or a related Geotechnical Data Report already establish the data that is worthy of reliance, it will not be necessary to make a redundant identification in SC/GBR 5.03.

If a GBR is used, then include the following GBR Supplementary Conditions, and do not use the Paragraph SC-5.03 in the main body of C-800:

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1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:

   a. *Report Title:* **[Exact title of the document]**

   b. *Date of Report:* **[Date report was issued]**

   c. *Technical Data in report upon which Contractor may rely*: **[Identify Technical Data (for example, "Boring Log, Test Site 3") and specify page number or other reference where Technical Data is located within the report. List multiple Technical Data line items per entry when appropriate.]**

2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:

   a. *Drawings Title:* **[Exact title of the drawings]**

   b. *Date of Drawings:* **[Date drawings were issued]**

   c. *Technical Data in drawings upon which Contractor may rely:* **[Identify Technical Data (for example, "Plan View of Rock Outcroppings") in drawings, or state "All**

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information in drawing" if entire content is Technical Data entitled to reliance; and specify drawing number, page number, or other reference where the Technical Data is located. List multiple Technical Data line items per entry when appropriate.]

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. *Geotechnical Baseline Report*

1. This Contract contains a Geotechnical Baseline Report ("GBR"), identified as follows: **[Example: Geotechnical Baseline Report for Northwest Interceptor, dated February 12, 2013, prepared by ABC Geotechnical Engineers, Inc., Sacramento, California]**. This Contract also contains a Geotechnical Data Report (GDR), identified as follows: **[Example: Geotechnical Data Report for Northwest Interceptor, dated June 15, 2012, prepared by ABC Geotechnical Engineers, Inc., Sacramento, California]**.

2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR's terms prevail.

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3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions"). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.

4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.

5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.

6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.

7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.

8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

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5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or

2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

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D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

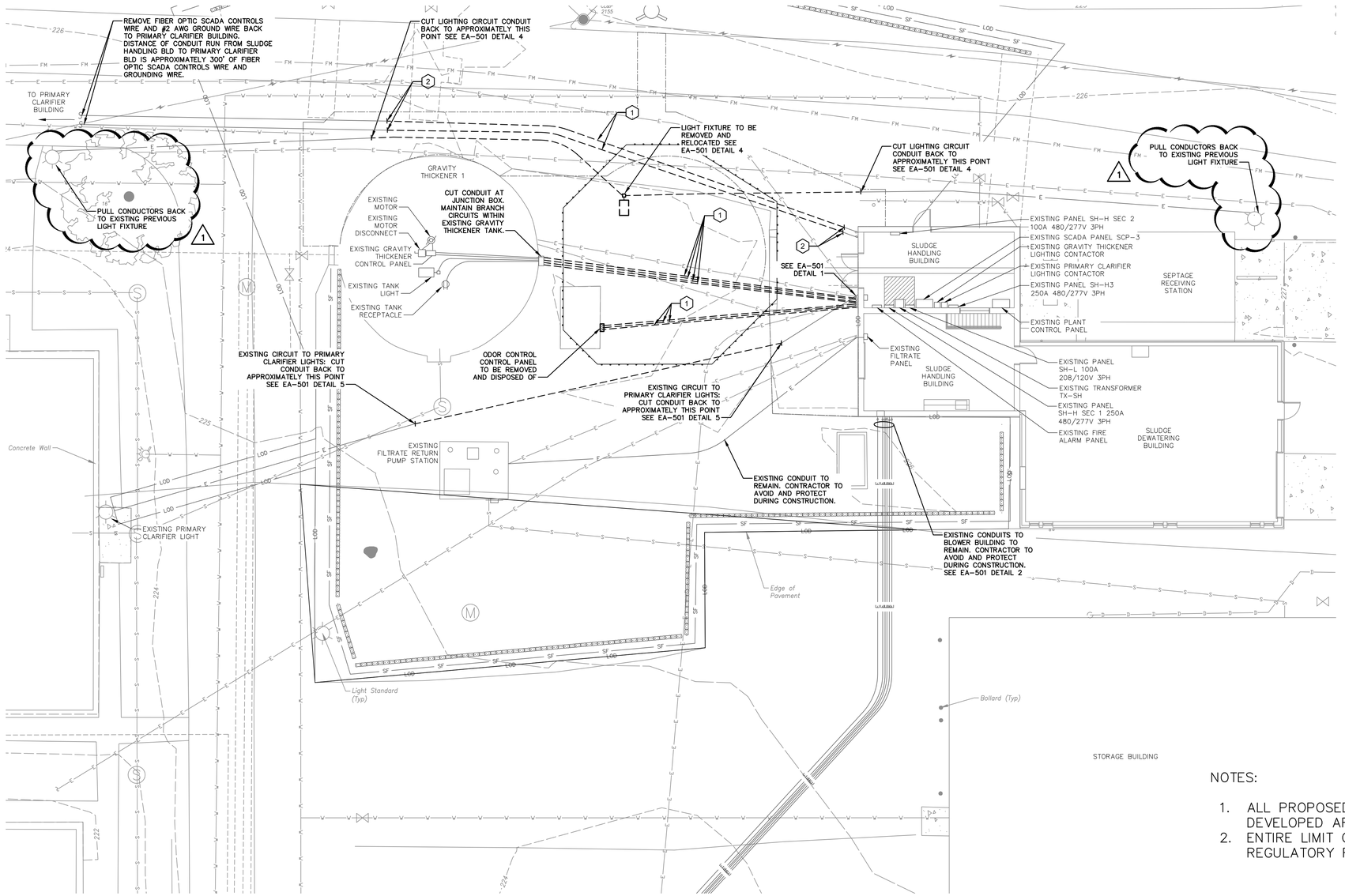
F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of

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Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

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LINETYPE LEGEND	
	EXISTING TO REMAIN
- - - - - - - - - -	DEMOLITION



KEY NOTES:

1. REMOVE AND DISPOSE OF CONDUIT AND CONDUCTORS BACK TO SOURCE SEE EA-501 DETAIL 1
2. SEE EA-502 DETAIL 2

NOTES:

1. ALL PROPOSED IMPACTS ARE LIMITED TO PREVIOUSLY DEVELOPED AREAS.
2. ENTIRE LIMIT OF DISTURBANCE IS LOCATED WITH A REGULATORY FLOOD ZONE.

1 ELECTRICAL SITE DEMOLITION PLAN
SCALE: SCALE: 1" = 10'

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No.	DATE	DESCRIPTION	DESIGNER	REVIEWER
1	10/30/2026	Addendum #2 Electrical Questions	CBA	KMS

SEAL

SEAL

STATE OF CONNECTICUT · KEVIN M. SULLIVAN · No.26980 · LICENSED PROFESSIONAL ENGINEER

SCALE:
HORZ.: 1" = 10'
VERT.: -
DATUM:
HORZ.: -
VERT.: -
0 5' 10' 20'
GRAPHIC SCALE

FUSS & O'NEILL
ONE FINANCIAL PLAZA, 15th FLOOR
HARTFORD, CT 06103
860.646.2469
www.fando.com

TOWN OF PUTNAM

ELECTRICAL SITE PLAN DEMOLITION

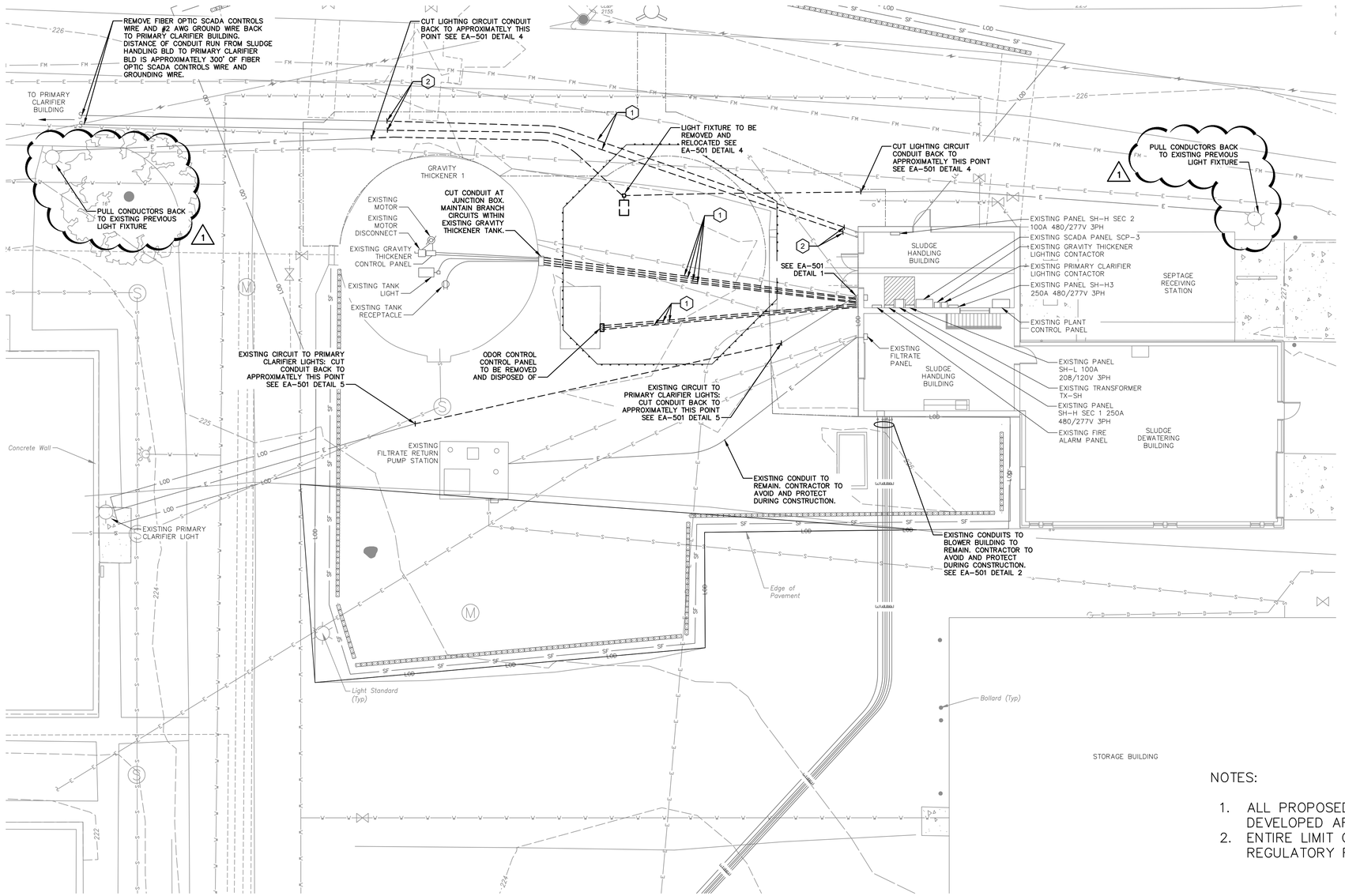
SLUDGE HANDLING IMPROVEMENTS

PUTNAM CONNECTICUT

PROJ. No.: 1998386.P91
DATE: SEPTEMBER 2026

EA-101

LINETYPE LEGEND	
	EXISTING TO REMAIN
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KEY NOTES:

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SEAL

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