

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions, unless modified or redefined herein. 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

SC-1.01 *Defined Terms*

In 1.01.A, incorporate the following changes:

26. *Engineer*—The project was designed by Retaw Engineering, Inc.

ARTICLE 2—PRELIMINARY MATTERS

No Supplementary Conditions in this Article.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.05 *Reference Points*

Benchmarks are provided in the Contract Drawings

SC-4.06 *Hazardous Environmental Condition at Site*

DELETE Paragraphs 4.06.A and 4.06.B in their entirety and **INSERT** the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not used.

ARTICLE 5—BONDS AND INSURANCE

SC-5.03 *Contractor’s Insurance*

The limits of liability for the insurance referenced by Paragraph 5.03.A of the General Conditions shall be not less than the following amounts or greater where required by Laws and Regulations:

Coverage	Amount
Workers’ Compensation:	Statutory
Employers’ Liability:	\$1,000,000 each person
Commercial General Liability: →With a Combined Single Limit of:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Commercial Automobile Liability → With a Combined Single Limit of:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Excess Liability Insurance, Combined Single Limit of:	\$6,000,000 each occurrence \$6,000,000 annual aggregate

ARTICLE 6—CONTRACTOR’S RESPONSIBILITIES

SC-6.02 *Independent Contractor; Supervision and Superintendence*

The Site superintendent shall be on Site at all times while the Work is being performed.

SC-6.03 *Labor; Working Hours*

In the General Conditions, **REPLACE** 6.03.B in its entirety with the following, and **ADD** Paragraph C:

- B. *Working Hours.* Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on working days, as defined in the General Conditions.
 - 1. Regular working hours: 7:30 AM – 4:00 PM, Monday-Friday, excluding Minor Holidays.
 - 2. Work shall be strictly prohibited on Sundays and Major Holidays.
- C. *Work outside regular working hours.* If Contractor desires or determines it needs to perform Work outside regular working hours, Contractor shall provide its Notice requesting permission to Work outside regular working hours to Owner (pursuant to SC-18.01) and Engineer at least three working days in advance of the Work.
 - 1. Contractor’s Notice shall describe the Work Contractor plans to perform outside regular working hours. Owner is under no obligation to approve Contractor’s request to perform Work outside regular working hours, and Owner, in its sole

discretion, will determine whether Owner needs to observe or otherwise inspect the Work Contractor plans to perform.

2. For Work performed outside regular working hours, the Contractor agrees to pay Owner at the rate specified on the Owner's website (including the minimum charge of four hours) for the inspection services.
3. For Work performed outside regular working hours, Contractor agrees to be invoiced separately for the cost of inspection services. Any amount due to Owner for inspection services that is not paid within 30 days of the date of the invoice shall be deducted from moneys otherwise due the Contractor.

SC-6.09 *Permits*

In the General Conditions, **ADD** the following as Paragraph 6.09.B:

B. Specific Permits

1. Fauquier County Land Disturbance Permit. A copy of the Land Disturbance Permit will be provided by the Fauquier County Inspector at an Erosion and Sediment Control pre-construction meeting that must be scheduled by the Contractor with Fauquier County prior to the start of Work. Contractor shall comply with the terms of the permit and shall be responsible for obtaining release of permit from Fauquier County prior to Final Payment.
2. Fauquier County Zoning/Building Permit. A Zoning/Building Permit Application has been submitted by the Owner to Fauquier County for the Project. The final approval of the application and subsequent release is pending the Fauquier County Erosion and Sediment Control pre-construction meeting. The Contractor shall be responsible for meeting the final requirements for obtaining the permit as set by Fauquier County. This includes paying all associated fees. The Contractor shall comply with the terms of the approved Zoning/Building Permit and maintain a copy at the Site at all times in a location readable from a public street during the Project. The contractor is responsible for requesting inspections from the Fauquier County Building Inspectors at the required points in the construction process including the final inspection before use or occupancy. It is the Contractor's sole responsibility to apply for and obtain all required Fauquier County Department of Community Development Trade Permits as well as closing all permits prior to Final Completion.
3. Virginia Department of Health Office of Drinking Water (VDH ODW) Permits. A Certificate to Construct (CTC) has been issued by VDH ODW for the Project. A copy will be provided to the Contractor by the Owner prior to the Notice to Proceed. Contractor shall comply with the terms of the CTC and shall maintain a copy at the Site at all times during the Project. Per the terms of the CTC, Contractor shall coordinate with Owner to apply for and obtain a Certificate to Operate (CTO) before placing the water facilities into operation.
4. Virginia Department of Transportation (VDOT) Land Use Permit. The Contractor shall obtain and pay for all required Land Use Permits from the VDOT. The Contractor shall comply with all permit requirements and work shall be done in accordance with the rules and regulations of the Commonwealth Transportation

Board of Virginia. Contractor shall be responsible for closing all VDOT permits prior to Final Completion.

SC-6.11 *Taxes*

NOT USED

SC-6.14 *Safety and Protection*

In the General Conditions, Paragraph 6.14.A, **ADD** the following to the end of the second sentence:

“and the Centers for Disease Control and Prevention (CDC).”

ARTICLE 7—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 8—OWNER’S RESPONSIBILITIES AND CONTRACT ADMINISTRATION

No Supplementary Conditions in this Article.

ARTICLE 9—ENGINEER’S ROLE DURING CONSTRUCTION

SC-9.01 *General Duties*

The Engineer shall serve as Owner’s representative in performing the following activities, which are further defined in Paragraph 9.01 of the General Conditions: Periodic Visits, Tests and Inspections, Rejecting Defective Work, Reviews, Applications for Payment, Claims, Meetings, Communications, and Interpretation or Clarification.

ARTICLE 10—CHANGES IN THE WORK

No Supplementary Conditions in this Article.

ARTICLE 11—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

No Supplementary Conditions in this Article.

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

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR AND COMPLETION

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—DISPUTE RESOLUTION

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

SC-18.01 *Giving Notice*

In the General Conditions, **DELETE** Paragraph 18.01.A and **INSERT** the following Paragraphs:

- A. Notices may be given by email to the Owner’s project manager except for Notices required by Articles 12, 16, and 17 of the General Conditions.
- B. All Notices required of Contractor under Articles 12, 16, and 17 shall be given electronically through email and as a hard copy hand delivered or sent via Registered or Certified Mail postage prepaid to the Project Manager and the Director of Engineering. Until changed by a party (by giving Notice of the change), the addresses for Notices to the Owner and Contractor are as set forth in the Agreement.
- C. For Notice requesting permission to perform Work outside regular working hours, Contractor shall notify the Michael Edelen, Director of Engineering, Fauquier County Water and Sanitation Authority 540-349-2092.

End of Supplementary Conditions

Attachments:

- 1. Notice of Intent to Claim Form
- 2. Notice of Claim Form
- 3. Application for Payment Form
- 4. Change Order Pricing Template