

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

The following supplements modify the *EJCDC C-700 Standard General Conditions of the Construction Contract, 2002 Edition*. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### **ARTICLE 2 – PRELIMINARY MATTERS**

##### 2.01 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

Delete paragraph 2.01.B. of the General Conditions in its entirety and insert the following in its place:

- B. Evidence of Insurance: Before any WORK at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.01 through 5.04.

#### **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

##### 4.04 UNDERGROUND FACILITIES

Add the following before paragraphs “A” and “B”;

“Neither OWNER nor ENGINEER makes any warranties or representations about any subsurface conditions that may be encountered within the Scope of Work. The CONTRACTOR shall satisfy himself of subsurface conditions that may be encountered by performing on-site inspections, core drilling or other activities. The risk of encountering and correcting such subsurface conditions shall be borne solely by the CONTRACTOR, and the Contract Price shall include the cost of performing the work

complete in-place within the Contract Times and in accordance with the terms and conditions of the Contract Documents.”

**ARTICLE 5 – BONDS AND INSURANCE**

**5.04 CONTRACTOR’S LIABILITY INSURANCE**

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

A.1 and A.2                      Workers’ Compensation, etc., under paragraphs 5.04, A.1 and 5.04, A.2 of the General Conditions:

- (1)     State: Statutory
- (2)     Applicable Federal (e.g.; Longshoremen’s): Statutory
- (3)     Employer’s Liability: \$100,000 each Occurrence

A.3, A.4 & A.5                      Comprehensive General Liability under paragraphs A.3 through A.5 of the General Conditions:

- (1)     Bodily Injury  
          \$2,000,000.00                      Each Occurrence  
          \$2,000,000.00                      Annual Aggregate, Products and Operation
- (2)     Property Damage:  
          \$2,000,000.00                      Each Occurrence  
          \$2,000,000.00                      Annual Aggregate
- (3)     Property Damage Liability insurance will provide Explosion, Collapse, and Underground coverages, where applicable.
- (4)     Personal Injury, with employment exclusion deleted:  
          \$2,000,000.00                      Annual Aggregate

A.6 Comprehensive Automobile Liability:

- (1) Bodily Injury:
  - \$ 500,000.00 Each Person
  - \$1,000,000.00 Each Aggregate
  
- (2) Property Damage:
  - \$250,000.00 Each Occurrence
  - \$500,000.00 Each Aggregate

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

- (1) Bodily Injury:
  - \$2,000,000.00 Each Occurrence
  - \$2,000,000.00 Annual Aggregate
  
- (2) Property Damage:
  - \$2,000,000.00 Each Occurrence
  - \$2,000,000.00 Annual Aggregate

5.06 PROPERTY INSURANCE

Delete paragraphs 5.06, D. and E., of the General Conditions in its entirety and insert the following in its place:

- D. CONTRACTOR shall be responsible for protection of the interests of OWNER, PROPERTY OWNER, Subcontractors and himself in the work to the extent of any deductible amounts that are provided in the property insurance policy. The maximum deductible amount shall be \$500 or less where required by law.
  
- E. Any special insurance to be included in the property insurance policy shall be procured by CONTRACTOR. CONTRACTOR shall be solely responsible for determining the need for such other special insurance.

## **ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

### 6.13 SAFETY AND PROTECTION

Add the following language immediately after the second sentence of paragraph 6.13, B. of the General Conditions:

“The CONTRACTOR shall comply with the “Safety and Health Regulations for Construction” and subsequent amendments, promulgated by the Department of Labor under the Occupational and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91054). These regulations are identified as Chapter XVII of Title 29, Code of Federal Regulations (CFS), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).”

**END OF SUPPLEMENTARY CONDITIONS**