

SECTION 00800

SUPPLEMENTAL CONDITIONS

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PART II - STATE GOVERNMENT PROVISIONS

<u>Article Number</u>	<u>Title</u>
1.0	STATE OF RHODE ISLAND PROVISIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

ARTICLE 1 - DEFINITIONS

General

The terms "Plans" and "Project Plans" used in various locations throughout these Specifications shall have the same meaning as "Drawings" as defined in the General Conditions. The word "Site" shall mean the specific area adjacent to and including the area upon which the construction work is performed. The words "as directed," "as permitted," "as required," or words of like effect shall mean the direction, permission, or requirement of the OWNER is intended and similarly the words, "approved," "acceptable," "satisfactory," or words of like effect shall mean approved by, or acceptable, or satisfactory to the OWNER, unless otherwise provided herein. The words "necessary," "suitable" "equal," or words of like effect shall mean necessary, suitable, or equal in the opinion of the OWNER.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SC-1.01. SPECIFIC CHANGES

Include the following sections under paragraph 1.01.

SC-1.22. Engineer – Delete paragraph 1.19 in its entirety and replace it with the following:

1.22. Engineer - Owner or Owner's representative as defined by the Owner.

SC-1.39. Delete paragraph 1.43 in its entirety and replace it with the following:

1.39. Specifications - Sections included under Division 1 through Division 16 of the Project Manual.

SC-1.42. Insert the following at the beginning of the definition.

Substantial completion shall mean either that the Work required by the Contract has been completed except for work having a Contract Price of less than one percent of the then adjusted total contract price, or...

SC-1.50. Add the following new definitions after paragraph 1.50 of the General Conditions:

1.51 Conditions of the Contract - The combined General Conditions and Supplementary Conditions.

1.52 Project Manual - Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Supplements to Bid Form, Agreement, Bonds, General Conditions, Supplementary Conditions, Specifications, and Appendices.

ARTICLE 2 - PRELIMINARY MATTERS

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

2.01B. Before any Work at the Site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER, each additional insured identified in Article 6 of the Supplementary Conditions, certificates of insurance (and other evidence requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 6.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01. Add a new paragraph immediately after Paragraph 3.01. of the General Conditions which is to read as follows:

3.01H. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01A. Delete paragraph 4.0A. of the General Conditions in its entirety and insert the following in its place:

4.01.A. The Contract Time will commence at the issuance of the Notice to Proceed or within fifteen (15) days of contract execution.

ARTICLE 5 – SITE; SUBSURFACE CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01. Add a new paragraph immediately after Paragraph 4.01. of the General Conditions which is to read as follows:

5.01D. If all lands and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the work upon such land and rights-of-way as OWNER has previously acquired.

ARTICLE 6 - BONDS AND INSURANCE

Amend paragraph 6.03 by adding the following sections:

D. **CONTRACTORS POLLUTION LIABILITY COVERAGE:** The limit of liability should be \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate. Coverage shall be provided for bodily injury, property, damage, and clean-up costs for all pollution-related exposures. Any deductible or retention shall be the responsibility of the Contractor. The pollution coverage shall apply on an “occurrence basis” and include additional insured status for the Designated Parties. The additional insurance status provided will be on a primary and non-contributing basis and will also include coverage for both ongoing and completed operations.

Amend 6.03. as follows:

SC-6.03. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law:

6.03A.1. and 6.03A.2. Worker's Compensation

(1) Worker's Compensation Statutory Coverage

6.03A.3., 6.03A.4., and 6.03A.5. Comprehensive General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent Contractors; Broad Form Property Damage; and Personal Injury liabilities. Carrier shall be "A"-rated or higher. State of Rhode Island is to be listed in Part A. Coverage is to include ongoing and completed operations and is to be Primary and non-Contributory. Waiver of subrogation is in favor of OWNER.

- | | | | |
|-----|---|-------------|------------------|
| (1) | Bodily Injury: | \$1,000,000 | Each Occurrence |
| | | \$2,000,000 | Annual Aggregate |
| (2) | Bodily Injury by Disease | \$500,000 | Each Occurrence |
| | | \$500,000 | Policy Limit |
| (3) | Property Damage: | \$1,000,000 | Each Occurrence |
| | | \$2,000,000 | Annual Aggregate |
| (4) | Personal Injury,
with employment
exclusion
deleted | \$2,000,000 | Annual Aggregate |

6.03A.6. Comprehensive Automobile Liability including all owned (private and others), hired, and non-owned vehicles: Carrier shall be A- rated or higher. Coverage is to be written with Symbol 1 (Any Auto) or the equivalent. Provide waiver of subrogation in favor of Kent County Water Authority.

- | | | | |
|-----|-------------------------------------|-------------|------------------------------------|
| (1) | Bodily Injury:
& Property Damage | \$1,000,000 | Each Person, combined single limit |
|-----|-------------------------------------|-------------|------------------------------------|

SC-6.03. Add a new paragraph immediately after Paragraph 6.03B.5. of the General Conditions which is to read as follows:

6.03B.6. CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with paragraph 5.04. Evidence of such excess liability shall be delivered to OWNER in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

SC-6.03. ADD paragraph 6.03B7 of the General Conditions:

6.03B7. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 6 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER. CONTRACTOR will provide such additional information in respect of insurance provided by him/her as OWNER may reasonably request.

6.03C6. include and list as additional insureds Architect on insurance policies listed in 6.03C.

6.04A1. Contractor shall include Kent County Water Authority, Pare Corporation and Vision 3 Architects as Additional Insureds on the Builder's Risk Policy purchased and maintained by the Contractor.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITY

Amend Article 7.0. by adding the following:

SC 7.0. Equal Opportunity

The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising.

SC-7.11. Add the following new paragraphs immediately after Paragraph 7.11C of the General Conditions:

7.11D. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress, as amended. No Contractor or Subcontractor contracting for any part of the work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

SC-7.03A. Add the following sentence to the end of paragraph 7.03A.

Whenever OWNER shall notify CONTRACTOR, in writing, that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of OWNER.

SC-7.03C Add the following paragraph after 7.03C

7.03D. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the governing body having jurisdiction.

SC-7.07. DELETE Paragraphs 7.07A and 7.07B of the General Conditions in their entirety and insert the following in its place:

7.07A. CONTRACTOR shall not employ any subcontractor, supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have a reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER does not waive OWNER's rights to reject defective Work. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against which CONTRACTOR has a reasonable objection.

SC-7.07. Add the following paragraph after 7.07M as follows:

7.07N If through the acts of neglect on the part of the CONTRACTOR, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, CONTRACTOR shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against OWNER on account of any damage alleged to have sustained, OWNER shall notify CONTRACTOR, who shall indemnify and safe harmless OWNER against any such claims.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02. DELETE Section 9.02A in its entirety, and replace it with the following:

9.02A. In case of termination of the employment of the Engineer, the Owner shall appoint an engineer. Whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 13 – COST OF THE WORK, ALLOWANCES, UNIT PRICE WORK

SC-13.03.E. DELETE Paragraph 13.03E. in its entirety and replace it with the following:

11.03E. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:

11.03E.1. If there is no corresponding adjustment with respect to any other item of Work; and

11.03E.2. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

SC-14.06. Add a new paragraph immediately after paragraph 14.06 of the General Conditions to read as follows:

14.06B. If the OWNER stops Work under Paragraph 14.06A CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

ARTICLE 15 - PAYMENTS TO THE CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.02.

Add a new sentence immediately after paragraph 15.02A of the General Conditions, which is to read as follows:

The CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within sixty days of payment by OWNER. Failure to provide such evidence of payment may result in the withdrawal or previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

Replace the words “Ten days” in the first sentence of paragraph 15.01D.1 of the General Conditions with “Thirty days.”

SC-15.06.

Add two new paragraphs immediately after paragraph 15.06 of the General Conditions, which are to read as follows:

15.06. F. No materials or supplies for the Work shall be purchased by the CONTRACTOR or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that he/she has good title to all materials and supplies used by him/her in the Work, free from all liens, claims or encumbrances.

15.06. G. CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the

lawful demands of Subcontractors, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having served written notice on the said CONTRACTOR either pay unpaid bills, of which OWNER has written notice, direct, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to CONTRACTOR shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this section be construed to impose any obligations upon OWNER to either CONTRACTOR or his/her Surety.

15.06H Should CONTRACTOR neglect to pay any undisputed claims, made in writing to OWNER within thirty days after completion of the Work, but continuing unsatisfied for a period of ninety days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR. OWNER may also, with the written consent of CONTRACTOR, use any monies retained, due, or to become due under this Contract for the purpose of payment for both labor and materials for the Work, for which claims have not been filed.

15.06I Security is provided both by the Payment Bond and the power of OWNER to retain any monies for claims, but payment by one shall in no way impair or discharge the liability of the other.

15.06J Any and all liens for work and materials may be paid off by OWNER within a reasonable time after filing for record in accordance with State and local laws, a notice of such liens except where the claim on which the lien is filed is being litigated by CONTRACTOR, and in such case OWNER may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.

15.06K All monies paid by OWNER in settlement of liens as aforesaid, with the costs and expenses incurred by OWNER in connection therewith, shall be charged to CONTRACTOR, shall bear interest at the rate of one and a half percent per month, and shall be deducted from the next payment due CONTRACTOR under the terms of this Contract.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

SC-16.02.

Add a new paragraph immediately after paragraph 16.02.A.4. of the General Conditions which is to read as follows:

16.02.A.5. If CONTRACTOR abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of OWNER, or if the Contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;

Delete Section 15.03.A.3 in its entirety.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.

Add a new paragraph at the end of Article 17.01B of the General Conditions, which is to read as follows:

17.01C CONTRACTOR shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings unless otherwise agreed by him/her and OWNER in writing.

Delete all references to arbitration in "General Conditions", Article 17. Arbitration shall be in accordance with the provisions of the State Arbitration Laws (State of Rhode Island, General Laws, Title 37, Chapter 16), which shall take precedence and shall govern.

Every contract for the construction, alteration, repair or painting or demolition of any public building, sewer, water treatment or disposal project, highway, or bridge one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them which has a contract price of ten thousand dollars and zero cents (\$10,000.00) or more and which is executed on or after July 1, 1967, out of, or concerning the performance or interpretation of, the contract as follows:

"All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each time or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date and place for the hearing and give each party five (5) days' notice in writing thereof. The date for the hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The arbitrators shall render their award in writing to each of the parties not more than thirty (30) days after the date hearing shall commence unless the parties shall otherwise agree in writing. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the residing justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days' notice in writing to the other party before filing his or her petition."

ARTICLE 18 - MISCELLANEOUS

SC-18.11.

Add a new paragraph immediately after paragraph 18.10 of the General Conditions, which is to read as follows:

18.11. Both the address given in the Bid Form upon which this Agreement is founded, and the CONTRACTOR's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at the above-named place or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon CONTRACTOR; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon CONTRACTOR personally.

WAGE RATES:

SC-18.12.

Add the following new paragraphs immediately after paragraph 18.11. of the Supplementary Conditions:

18.12. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Section 00800, if applicable under this Contract. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. CONTRACTOR shall notify OWNER of his/her intention to employ persons in trades or occupations not classified in sufficient time for OWNER to obtain approved rates for such trades or occupations.

18.12A. The schedules of wages referred to above are minimum rates only, and OWNER will not consider any claims for additional compensation made by CONTRACTOR because of payment by CONTRACTOR of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be resolved by the CONTRACTOR.

18.12B The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the work.

PART II - STATE GOVERNMENT PROVISIONS

Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be also inserted herein in accordance with paragraph SC-3.01. of Supplementary Conditions.

1.0 STATE OF RHODE ISLAND PROVISIONS

1.1. The OWNER and CONTRACTOR agree that all applicable State of Rhode Island Provisions which apply to the work to be performed under this Contract will be followed. The CONTRACTOR must inform him/herself of all pertinent State of Rhode Island Provisions with performing this work. The most recent revisions of any State Provisions will apply in this Contract. The most recent provisions supersede any conflicting provisions of this Contract.

1.2. State Wage Rates, As Applicable.

END OF SECTION