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## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that 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. 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 thereto.

### *SC-2.02 Copies of Documents*

**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 one (1) copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

### *SC-4.01 Commencement of Contract Times; Notice to Proceed*

**SC-4.01.A** Delete Paragraph 4.01.A in its entirety and insert the following:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 90 days after the effective date of the Contract.

### *SC-5.06 Hazardous Environmental Conditions*

**SC-5.06** Delete Paragraphs 5.06.A and 5.06.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.

### *SC-6.03 Contractor's Liability Insurance*

**SC 6.03** Add the following new paragraph immediately after Paragraph 6.03.J:

- K. 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 Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>1,000,000</u>
Combined Single Limit of	\$ <u>1,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

5. Contractor's Pollution Liability:

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

SC-7.02 *Labor; Working Hours*

**SC-7.02.B. Add the following new subparagraph immediately after Paragraph 7.02.B:**

1. Regular working hours are defined as up to nine (9) hours per day, Monday through Friday beginning no earlier than 7:30 a.m. and ending no later than 5:00 p.m. excluding 30 minutes for lunch. Whenever the Contractor is performing any part of the Work with the exception of equipment maintenance and cleanup, Owner's representative and/or inspection may be required. Requests to work other than regular working hours must be submitted to the Owner's designated representative at least 48 hours prior to any proposed weekend work or scheduled extended workweeks to give the Owner ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that twenty four hours notice is provided to the Owner's designated representative. Maintenance and cleanup may be performed during hours other than regular working hours with no notice. The Contractor shall not work on any Federal holiday unless previously approved by the Owner.

**SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

Contractor 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.

**SC-7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:**

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as:  
  
Project Manager \$150.00/hour  
Project Engineer \$115.00/hour  
Inspector \$110.00/hour

SC-7.06 *Concerning Subcontractors, Suppliers, and Others*

**SC-7.06 Add the following new paragraph immediately after Paragraph 7.06.O:**

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

SC-7.09 *Taxes*

**SC-7.09 Add the following new paragraph immediately after Paragraph 7.09.A:**

- B. Owner is exempt from payment of sales and compensating taxes of the State of Florida 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. The Sales Tax Exempt Purchasing Agreement is included in the Appendix.**

- 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.**

*SC-7.16 Shop Drawings, Samples, and Other Submittals*

**SC-7.16 Delete Paragraph 7.16.B.1.a in its entirety and insert the following:**

- a. Contractor shall submit one (1) copy of all shop drawings for Engineer's review and approval.**

*SC-10.03 Project Representative*

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

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

*SC-15.01 Progress Payments*

**SC-15.01.B Add the following language at the end of Paragraph 15.01.B.3:**

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

**SC-15.01.D Amend by replacing the word "Ten" with "Thirty".**

*SC-15.08 Correction Period*

**SC-15.08.A Amend by replacing the word "one" with "two".**

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

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

**SC-17.02 Final Resolution Method**

- A. All matters subject to final resolution under this Article will be decided by a non-jury trial in the court system of the County in which the work is located.**