

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement Section 00700 - General Conditions (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

SC-1.01 Defined Terms

Add new paragraphs immediately after paragraph 1.01.A.50 which are to read as follows:

SC-1.01.19 ENGINEER

Amend 1.19 to read 1.19 ENGINEER – The person, firm or corporation named as ENGINEER in the Agreement.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01 and insert the following in its place:

2.01.A When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, with copies to each additional insured identified herein, certificates of insurance endorsements to CONTRACTOR's insurance policies, insurance policies (and other evidence of insurance which OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.03, 5.04, 5.05 and 5.06.

2.01.B When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.01, 5.02 and 5.09.

SC-2.03 Commencement of Contract Times; Notice to Proceed

Delete paragraph 2.03 and insert the following in its place:

2.03 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 after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than sixtieth (60) day after the Effective Date of the Agreement.

SC-2.05 Before Starting Construction

Delete paragraph 2.05.A.2 and insert the following in its place:

2.05.A.2 A preliminary Schedule of Submittals shall be submitted within ten (10) days after ENGINEER'S request.

Add the following sentence to the end of paragraph 2.05.A.3:

A preliminary Schedule of Values shall be submitted within ten (10) days after ENGINEER'S request.

ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.02.A Reports and Drawings

Delete paragraph 4.02.A and insert the following in its place:

4.02.A The following data has been utilized by ENGINEER in preparing the Contract Documents but are not part of the Contract Documents:

4.02.A.1 Subsurface Conditions: Explorations and tests of subsurface conditions at or contiguous to the Site:

Carrier Creek Drain Soil Boring Logs and Locations, dated March 1, 2004, and compiled by Fitzgerald Henne & Assoc., Inc.

SC-4.05 Reference Points

Add the following sentence to Section 4.05 at the end of the paragraph:

OWNER shall have the reference point or monument replaced at the CONTRACTOR'S expense.

ARTICLE 5 – BONDS AND INSURANCE

Add new paragraph immediately after paragraph 5.01.C which is to read as follows:

SC-5.01.D All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are authorized to transact business in Michigan and are classified at not lower than each of the following:

- 5.3.1.1 Best's Key Rating Guide, current edition:
- (1) Rating Classification: A+.
  - (2) Financial Size Category: Class XV.
- 5.3.1.2 Standard and Poor's:
- (1) Claims-Paying Ability Rating: AA.

SC-5.03 Certificates of Insurance

Delete Paragraph 5.03.B

SC-5.04 Contractor's Liability Insurance

Add the following after paragraph 5.04:

The limits of liability for the insurance required by paragraph 5.04 shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04.A.1 and 5.04.A.2 Workers' Compensation, etc.:

- |     |  |              |
|-----|--|--------------|
| (1) | State:                                     | Statutory    |
| (2) | Applicable Federal (e.g., Longshoreman's): | Statutory    |
| (3) | Employer's Liability:                      | \$ 1,000,000 |

5.04.A.3, 5.04.A.4, and 5.04.A.5 CONTRACTOR's Liability Insurance under paragraph 5.04.A.3 through 5.04.A.5 which shall also include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

- |     |  |              |
|-----|--|--------------|
| (1) | General Aggregate<br>(Except Products-Completed Operations):                   | \$ 2,000,000 |
| (2) | Products-Completed<br>Operations Aggregate:                                    | \$ 1,000,000 |
| (3) | Personal and Advertising<br>Injury (Per Person/Organization):                  | \$ 1,000,000 |
| (4) | Each Occurrence<br>(Bodily Injury and Property Damage):                        | \$ 1,000,000 |
| (5) | Liability insurance will provide Explosion, Collapse and Underground coverage. |              |

5.04.A.6 Automobile Liability (including hired and non-owned vehicles):

- |     |  |               |
|-----|--|---------------|
| (1) | Bodily Injury:   |               |
|     | \$ 500,000   | Each Person   |
|     | \$ 1,000,000   | Each Accident |
|     | Property Damage:   |               |
|     | \$ 500,000   | Each Accident |
| (2) | Combined Single Limit (Bodily Injury and Property Damage): |               |
|     | \$ 1,000,000   | Each Accident |
| (3) | MCS 90 Endorsement on Vehicle Insurance:                   | Statutory     |

SC-5.04.B.1

Add the following at the end of paragraph 5.04.B.1:

OWNER, ENGINEER, and the following ENGINEER's Consultants and other persons or entities shall be listed as additional insured's under the policies required by paragraphs 5.04.3 through 5.04.6:

- |          |   |
|----------|---|
| 5.04.7.1 | Eaton County Drain Commissioner and Staff |
| 5.04.7.2 | The People of the State of Michigan       |
| 5.04.7.3 | County of Eaton                           |
| 5.04.7.4 | Carrier Creek Drain Drainage District     |
| 5.04.7.5 | Moon and Hamilton Drain Drainage District |

- 5.04.7.6 Windsor Charter Township
- 5.04.7.7 Delta Charter Township
- 5.04.7.8 Eaton County Road Commission
- 5.04.7.9 City of Lansing
- 5.04.7.10 Spicer Group, Inc.
- 5.04.7.11 Fitzgerald Henne & Associates, Inc.
- 5.04.7.12 Wetland & Coastal Resources, Inc.
- 5.04.7.13 Michigan Department of Transportation
- 5.04.7.14 Michigan Department of Environmental Quality
- 5.04.7.15 Lansing Board of Water and Light
- 5.04.7.16 Grand Trunk Western Railroad Incorporated
- 5.04.7.17 Soil and Materials Engineers, Inc.
- 5.04.7.18 General Motors Corporation

SC-5.04.B.2

Add a new paragraph immediately after paragraph 5.04.B.7 which is to read as follows: Divisions I –IX.

5.04.B.8 Umbrella Liability:

- (1) The carrier shall agree to the underlying policies.
- (2) Coverage shall be at least as broad as that in the covered policies.
- (3) Shall cover CONTRACTOR’S Liability Insurance and Automobile Liability Insurance.
- (4) Coverage Limit: \$ 4,000,000 for Divisions I, II, IV, & V.
- (5) Coverage Limit: \$10,000,000 for Divisions III, VI, VII, VIII & IX.

SC-5.04.B.4

Add the following to paragraph 5.04.B.4:

The Contractual Liability coverage required by paragraph 5.10 shall provide coverage for not less than the following amounts:

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

SC-5.04.B.6

Delete paragraph 5.04.B.6 and insert the following in its place:

- 5.04.B.6 Remain in effect at least until the end of the correction period and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.07; and

SC-5.04.B.7

Amend paragraph 5.04.B.7 by striking out the following words: “and any insurance coverage written on a claims -made basis”. As so amended, paragraph 5.04.B.7 remains in effect.

SC-5.04.B.8

Add new paragraph immediately after paragraph 5.04.B.7 that is to read as follows:

- 5.04.B.8 Not to be written on a claims -made basis; and

SC-5.05 Owner's Liability Insurance

Delete paragraph 5.05 and insert the following in its place:

CONTRACTOR shall purchase and maintain Owner's and Contractor's Protective Liability Insurance which shall:

- (1) Be a separate policy to protect OWNER, ENGINEER, their consultants, agents, employees and such public corporations in whose jurisdiction the Work is located for their liability for work performed by CONTRACTOR or Subcontractors under this Contract.
- (2) Name OWNER as the insured.
- (3) Include any specific insurance language requirements for the following named insured.
- (4) Name the following as additional insured:
  - a. Eaton County Drain Commissioner and Staff
  - b. The People of the State of Michigan
  - c. County of Eaton
  - d. Carrier Creek Drain Drainage District
  - e. Moon and Hamilton Drain Drainage District
  - f. Windsor Charter Township
  - g. Delta Charter Township
  - h. Eaton County Road Commission
  - i. City of Lansing
  - j. Spicer Group, Inc.
  - k. Fitzgerald Henne & Associates, Inc.
  - l. Wetland & Coastal Resources, Inc.
  - m. Michigan Department of Transportation
  - n. Michigan Department of Environmental Quality
  - o. Lansing Board of Water and Light
  - p. Grand Trunk Western Railroad Incorporated
  - q. Soil and Materials Engineers, Inc.
  - r. General Motors Corporation
- (5) Provide coverage for not less than the following amounts:
  - a. Separate:

Bodily Injury	\$ 500,000 Each Occurrence
and Property Damage	\$ 500,000 Each Occurrence
	\$1,000,000 Annual Aggregate
  - or
  - b. Combined Single Limit: \$1,000,000 Each Occurrence

SC-5.06 Property Insurance

Delete the first sentence of paragraph 5.06 and insert the following in its place:

CONTRACTOR shall purchase and maintain property insurance, with OWNER as loss payee, upon the Work at the Site in the amount of the full replacement cost thereof.

SC-5.06.1

Add the following at the end of paragraph 5.06.A.1

ENGINEER, and the following ENGINEER's Consultants and other persons or entities shall be listed as additional insured's under the policy:

- 5.06.A.1 Eaton County Drain Commissioner
- 5.06.A.2 The People of the State of Michigan
- 5.06.A.3 County of Eaton
- 5.06.A.4 Carrier Creek Drain Drainage District
- 5.06.A.5 Moon and Hamilton Drain Drainage District
- 5.06.A.6 Windsor Charter Township
- 5.06.A.7 Delta Charter Township
- 5.06.A.8 Eaton County Road Commission
- 5.06.A.9 City of Lansing
- 5.06.A.10 Spicer Group, Inc.
- 5.06.A.11 Fitzgerald Henne & Associates, Inc.
- 5.06.A.12 Wetland & Coastal Resources, Inc.
- 5.06.A.13 Michigan Department of Transportation
- 5.06.A.14 Michigan Department of Environmental Quality
- 5.06.A.15 Lansing Board of Water and Light
- 5.06.A.16 Grand Trunk Western Railroad Incorporated
- 5.06.A.17 Soil and Materials Engineers, Inc.
- 5.06.A.18 General Motors Corporation

SC-5.06.A.2

Add the following paragraph 5.06.A.2:

Property insurance coverage shall also include flood, start-up and testing, off-site storage, boiler and machinery insurance.

5.06.B

SC-5.06 Boiler and Machinery Insurance

Substitute CONTRACTOR for OWNER in the first line.

Insert the following after 5.06.A.7:

5.06.A.8

Coverage for boiler and machinery insurance shall be provided as part of the property insurance required by paragraph 5.06.

SC-5.06 Amend the first sentence of paragraph 5.06.B by striking out the word "OWNER" where it first occurs and inserting the word "CONTACTOR" in its place. As so amended, paragraph 5.06.B remains in effect.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

SC-6.06 Concerning Subcontractors, Suppliers and Others

Add new paragraph 6.06.H which is to read as follows:

OWNER or ENGINEER may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR’S Application for Payment.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.02 Coordination

Delete paragraphs 7.02.A, 7.02.A.1, 7.02.A.2 and 7.02.A.3.

Add 7.02.A. If OWNER intends to contract with others for performance of other work on the Project at the Site, same will be set forth in Section 01010- Summary of Work.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.03 Project Representative

ENGINEER will furnish a Resident Project Representative to assist ENGINEER and OWNER in providing more extensive observation of the Work.

ARTICLE 14- PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Application for Progress Payment

Add a new paragraph immediately after paragraph 14.03.A.3 which is to read as follows:

14.03.A.4 CONTRACTOR shall indicate on the Application for Payment the amounts that are due to OWNER from CONTRACTOR in accordance with the Contract Documents and which amounts OWNER may deduct from the progress payment.

SC-14.02.B.5 Refusal to Recommend Payment

Add the following new paragraphs immediately after paragraph 14.02.B.5.d which are to read as follows:

- e. CONTRACTOR has incurred liability for other costs in accordance with Contract Documents.
- f. Liability for liquidated damages has been incurred by CONTRACTOR.
- g. CONTRACTOR’S failure to maintain record documents in accordance with paragraph 6.12.

SC – 14.02.C.1 Payment Becomes Due

Amend Section 14.02.C.1 by deleting “Ten” and inserting “Thirty”.

SC-14.04 Substantial Completion

Delete paragraph 14.04.C and insert the following in its place:

OWNER shall make the final determination as to Substantial Completion and items to be completed or corrected prior to Final Completion.

Remove the following sentence from 14.04.D:

Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER'S issuing the definitive certification of Substantial Completion, ENGINEER'S aforesaid recommendation shall be binding on OWNER and CONTRACTOR until final payment.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

Add a new paragraph immediately after paragraph 15.02.A.4 that is to read as follows:

15.02.A.5 CONTRACTOR has filed a bankruptcy petition and if neither CONTRACTOR nor trustee has either assumed or rejected this Contract within 30 days after the filing of the bankruptcy petition.

END OF SECTION