

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended. 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—for example, "Paragraph SC4.05."

SC-6.01 Supplement Paragraph 6.01 with the following provisions after 6.01.H:

- I. Within 15 days of award of the Contract, Contractor shall furnish a fully completed and properly executed original Performance Bond in the amount of \$1,000,000.00 to ensure satisfactory completion of the work.**
- J. Within 15 days of award of the Contract, Contractor shall furnish a fully completed and properly executed original Payment Bond in the amount of \$1,000,000.00, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract.**
- K. Owner will reimburse the Contractor the actual cost of the premium payments of Performance bond and Payment Bond. Contractor shall submit the invoices for premium reimbursement immediately after furnishing the bonds to the Owner.**
- L. The bonds shall cover all Task Orders issued during the Contract duration. The bonds shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Owner. Where applicable, the Performance Bond and Payment Bond shall be renewable annually in the original amount through the duration of the Contract, including all warranty and guarantee periods.**
- M. If, at any time, the total value of outstanding Task Orders exceeds the penal sum of the Performance Bond and Payment Bond then in effect, the Owner may, at its discretion, require the Contractor to submit a new Performance Bond and/or Payment Bond in an amount equal to such total value of outstanding Task Orders, or supplemental bonds with an amount equal to such total value of outstanding Task Orders less the amount of the existing bond(s). [Addendum No. 2]**

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain the following Virginia Statutory Workers' Compensation and Employer's Liability Insurance:

| Workers' Compensation and Related Policies | Policy limits of not less than: |
|---|--|
| Workers' Compensation | |
| Commonwealth of Virginia | Statutory |
| Employer's Liability | |
| Bodily injury by accident per accident | \$1,000,000 |
| Bodily injury by disease per employee | \$1,000,000 |
| Bodily injury by disease policy limit | \$1,000,000 |

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Premises and Operations coverage.
 2. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 3. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 4. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

| Commercial General Liability | Policy limits of not less than: |
|---|--|
| General Aggregate – applicable on a per project basis | \$2,000,000 |
| Products—Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000 |

- I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

| Automobile Liability | Policy limits of not less than: |
|-----------------------------|--|
| Bodily Injury | |
| Each Person | \$1,000,000 |

| | |
|---|--|
| Automobile Liability | Policy limits of not less than: |
| Each Accident | \$1,000,000 |
| Property Damage | |
| Each Accident | \$1,000,000 |
| [or] | |
| Combined Single Limit | |
| Combined Single Limit (Bodily Injury and Property Damage) | \$1,000,000 |

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must follow form and be at least as broad as that of each and every one of the underlying policies.

| | |
|---|---|
| Excess or Umbrella Liability | Policy limits of not less than: (per occurrence/general aggregate) |
| Total Contract/Task Order Value of \$10 million or more | \$9,000,000 |
| Total Contract/Task Order Value \$3 million to \$9.99 million | \$4,000,000 |
| Total Contract/Task Order Value less than \$3 million | \$1,000,000 |

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

- L. *Builder’s Risk:* Contractor shall purchase and maintain builder’s risk insurance as required in Section 6.04 of the General Conditions (Section 00 70 00) and as further provided below. Such coverage shall be written on an ‘all risk’ (or ‘special perils’) basis and shall include, but not be limited to physical loss or damage during construction, operational testing and commissioning arising from fire, lightning, explosion, collapse, wind, flood, storm, earth movement/earthquake and resulting damage from faulty workmanship or design. Such coverage shall include the Owner and other contractors and subcontractors as insureds.

Commercially reasonable sublimits for demolition, debris removal, property in transit, temporary works, damage to existing property, soft costs, landscaping, loss adjustment expenses, expediting expenses, and increased costs for building code compliance will be acceptable. Deductibles under the policy shall be no more than \$100,000.

END OF SECTION