School Building Authority of West Virginia

SUPPLEMENTAL GENERAL CONDITIONS

SBA Form 401

SBA Supplementary Conditions to AIA Document A201-2017
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201-2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

NOTE: THIS DOCUMENT SHALL BE PRINTED ON NON-WHITE PAPER TO BE DISTINGUISHED FROM OTHER SPECIFICATION PAGES.

Article 1 – General Provisions

§1.1.1 The Contract Documents – Delete the last sentence and substitute the following:

The Contract Documents also include Bidding Documents, (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Form of Proposal, Sample forms, and the portions of the addenda relating to bidding requirements), the Bid, Bid Bond, List of Major Subcontractors, Complete List of Subcontractors and Equipment/Material Suppliers, and other documents listed in the Agreement, Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance.

§1.1.2 Delete the last sentence in Section 1.1.2 in its entirety and replace with the following:

The Architect and the Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties.

§1.1.9 Add the following Section at the end of Article 1.1:

§1.1.9 Litigation

Litigation refers to a civil action instituted in the Circuit Court in the County in which the Project resides.

§1.2.1.1 Make the following changes to Section 1.2.1.1:

In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

Article 2 – Owner

§ 2.1.1 Add the following after the last sentence of Section 2.1.1:

Notwithstanding the foregoing, the parties understand that since Owner is a grant recipient of the School Building Authority of West Virginia (SBA), all change orders require review by the SBA prior to approval by the Owner. Additionally, approval may be required by agencies of the federal government if funding is provided by an agency of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to Article 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate with the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner.

§2.2 Delete Article 2.2 and all of its subsections in its entirety.

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq."

§2.3.3 Delete Section 2.3.3 in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

Add the following Section to Article 2:

§2.6 As all or a portion of this project is funded by the School Building Authority of West Virginia (SBA), the SBA reserves the right to visit projects at intervals deemed necessary to observe the progress of construction. The SBA field representative shall have such responsibilities as the SBA may delegate.

Article 3 – Contractor

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between

the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency, or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules, and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the materials were ordered, or the Work was performed.

§3.4.1 Add the following sentence and clauses at the end of Section 3.4.1:

§3.4.1.1 Contractor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

a. West Virginia Code §5-19-1 et seq., relating to domestic steel preference,
b. West Virginia Code §21-1C-1 et seq., relating to local hiring preference,
c. West Virginia Code §21-1D-1 et seq., relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage, or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 Add the following to Section 3.5:

§3.5.3 The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to Article 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9.1 Add the following sentence to the end of Section 3.9.1:
The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:
In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:
In the first sentence, add "and project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Sections to 3.9:
§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.9.5 The General Trades Contractor's on-site project superintendent is to provide full-time project supervision and is not to perform work with tools.

§3.10 Contractor's Construction and Submittal Schedules – Delete Section 3.10.1 in its entirety and substitute the following:
§3.10.1 The Contractor shall create a Critical Path Method (CPM) Construction Schedule for the Work in accordance with the requirements of SBA's Construction Schedule Requirements. The Schedule must be submitted to the Owner and the Architect ten (10) business days prior to submission of the first pay application. The schedule shall not exceed the time limits as defined in the contract documents. The Contractor shall submit an updated Construction Schedule with each payment application. The schedule shall be related to the entire project to the extent required by the contract documents and shall provide for expeditions and practicable execution of the work. The Contractor shall provide a Cash Flow Schedule Projection as described in SBA Policy & Procedures Handbook, Chapter 410.

§3.10.2 Delete this section in its entirety and substitute the following:

§ 3.10.2 The Contractor shall submit a submittal schedule for the Architect's approval. The submittal schedule shall (1) be submitted simultaneously with the CPM Construction Schedule. (2) be coordinated with the CPM Construction Schedule, and (3) allow the Architect reasonable time to review submittals. If the Contractor fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals

Add the following Section to 3.10:
§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project progress is not sufficient to maintain the Critical Path and scheduled Completion Date, the Contractor shall create a recovery schedule based on the specifications described in the SBA Policy & Procedures Handbook, Chapter 410.

§3.11 Insert the following sentence at the end of Section 3.11:
The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up the worksite as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

§3.15 Add the following Section to 3.15:

§3.15.3 Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with ten (10) days' notice of its intent to do so. If any materials, tools, supplies, or other personal property belong to a Subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15.4 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

Article 4 – Architect

§4.2.1 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 Delete the first sentence of Section 4.2.2 and substitute the following:

§4.2.2 The Project Architect/Engineer responsible for the design of the facility shall attend a minimum of one (1) construction progress meeting each month, to become familiar with the progress and quality of the portion of the Work completed, to aid and assist with questions or issues that have arisen during construction, and to determine, in general, if the Work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. This person must have authority to render decisions on the project in order to avoid unnecessary delays.

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.4 Delete Section 4.2.4 in its entirety and substitute the following:

§4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Owner and the Architect.

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

Article 5 – Subcontractors

§5.2.1 Make the following changes to Section 5.2.1:

Delete the first sentence in its entirety and substitute the following:

Using the standard SBA Form 403-B – Complete List of Subcontractors and Major Equipment / Materials Suppliers (due 24 hours following the close of bids), the Contractor shall notify the Owner, Architect, and SBA of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design.

Add the following to the end of Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W.Va. Code § 5-22-1(f) and obtain approval under W.Va. Code § 5-22-1(g) prior to any subcontractor substitution. Should the Contractor desire to substitute a Subcontractor that is listed on the SBA Form 403-B or add a Subcontractor that is not listed on the SBA Form 403-B, detailed justification must be provided and prior approval in writing must be obtained by the Owner, Architect, and the SBA.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

Article 6 – Construction by Owner or by Separate Contractors

Delete Sections 6.1.1 through 6.1.4 in their entirety and add the following Sections:

§6.1.1 Multiple Prime Contracts. The Contractor acknowledges that the Owner may contract with other Prime Contractors for other parts of the Project under conditions of the Contract identical or substantially similar to these. The term Contractor in the Contract documents shall, in each case, mean the Contractor who executes each separate Owner-Contractor Agreement. In preparing its Bid, the Contractor has carefully reviewed those documents made available to it by the Owner or Architect relating to the scheduling and nature of other contracts which may be awarded and has submitted a proposal which takes into account the need to coordinate its Work with that of other Prime Contractors. The Contractor further agrees that time is of the essence in completion of the Work and that the Work will be completed promptly and according to the Project Schedule. It is the express obligation and duty of the Contractor under this Contract to coordinate its Work with the Work of other Prime Contractors to achieve such completion.

§6.1.2 Contractor's Duty to Coordinate. The Contractor shall not impede, hinder, or delay any other Prime Contractor in the performance of its Work. It is the Contractor's duty to communicate with any other Prime Contractor who will be performing work which may connect, compliment, interfere with or otherwise be dependent upon the Contractor's Work and to resolve any disputes or scheduling or coordination issues with such other Prime Contractor. All Prime Contractors are responsible, jointly and severally, for coordinating their various sections of work as to scheduling, installation procedures, Shop Drawings, and installation of related materials. Provided that the Contractor does not thereby assume responsibility for acts or omissions of the other contractors, the Contractor shall review the actual progress

of other Prime Contractors work on a monthly basis and advise the Owner as to whether the Request for Payment submitted by any other Prime Contractor is in accordance with the actual progress of the corresponding work.

§6.1.3 Owner's Coordination Duties. Neither the Owner nor the Architect has any obligation expressed or implied to coordinate or schedule the Work of Contractor with that of other Prime Contractors.

§6.1.4 Third Party-Beneficiary. Each other Prime Contractor has a right to performance of Contractor's obligations under this Article 6. Contractor agrees that such other Prime Contractors are third-party beneficiaries of its obligations under this Article 6 and that Contractor will be a third-party beneficiary of all other Prime Contractors' obligations under the same provisions appearing in their respective Contract Documents.

§6.1.5 Contractors' Liability to Each Other. In the event that any other Prime Contractor performing work should hinder, delay, or damage the Contractor's Work or should otherwise cause loss (including acceleration costs) or injury to the Contractor, Contractor agrees that it shall look solely to such other Prime Contractor for relief thereof. Neither the Owner nor the Architect shall be responsible for any such hindrance, delay, damage, loss, or injury, and the Contractor will, in no event, attempt to hold the Owner or Architect liable for the costs thereof. The Contractor shall not make: (a) any claim for adjustment of Contract Sum or Contract Time, equitable or otherwise, against the Owner based on any of the foregoing; (b) a claim of any type against the Architect arising from such hindrance, delay, damage, loss or injury. Similarly, the Contractor agrees that it will be legally responsible to any other Prime Contractor performing work related to the Project and will indemnify the Owner and Architect against any claim, suit loss, injury, damage, or delay including, but not limited to, acceleration costs incurred as a result of delay, caused, in whole or part, by the Contractor. The Contractor and its Performance Bond surety shall indemnify and hold harmless the Owner, and the Architect from and against any claim brought against any of them by another Prime Contractor including costs, expenses, and attorneys' fees incurred by any of them as a result of the Contractors alleged acts or omissions.

§6.2.3 Delete Section 6.2.3 in its entirety.

Article 7 – Changes in the Work

§7.1.2 In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that since Owner is a grant recipient of the SBA, all change orders require review by the SBA prior to approval by the Owner. Additionally, approval may be required by federal government officials if funding is provided by an agency of the United States federal government. Owner and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed the criteria of the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workers and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foreman, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of $1,000 or less. For Contractor-owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment, and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed material quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead, and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigatable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word “recorded” and replace it with “processed”.

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by an approved Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to § 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workers and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foreman, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of $1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment, and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigatable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

Article 8 – Time

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to unavoidable casualties and" before the words "adverse weather conditions."

Article 9 – Payments and Completion

§9.1.2 Add the following sentence to the end of section 9.1.2:
"Any equitable adjustment of unit prices must be processed as a change order to the contract."

§9.2 Schedule of Values. Delete Section 9.2 in its entirety and replace with the following:

§9.2.1 The Contractor shall provide a complete, itemized breakdown of the Schedule of Values for the work of this contract, allocating the entire Contract Sum to the various portions of the Work. This schedule and the CPM Construction Schedule, unless objected by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. This Schedule of Values must be submitted by the Contractor with the CPM Construction Schedule, the Submittal Schedule, and the Cash Flow Projection Schedule ten (10) working days prior to the first Application for Payment by the Contractor and approved by Architect, Owner and SBA, prior to the first payment. Unless otherwise required, each line item must include its allocable share of the Contractor's overhead and profit. The Prime Contractor is to follow the following guidelines in development of the "Schedule of Values":

.1 The Schedule of Values shall be prepared in such detail and must be supported by such data to substantiate its accuracy as required by Architect, Owner and SBA.

.2 The Schedule of Values shall be broken down by Specification Section, then Phase, Section and/or Floor, then product, then Material & Labor, as appropriate for the Project, and as required by Architect, Owner, and SBA

.3 The Schedule of Values shall utilize action words for description of an activity, i.e. install, place, rough-in, etc.

.4 The Schedule of Values shall provide a breakdown for labor, material, and equipment, as appropriate and as required Architect, Owner, and SBA.

5. Any changes to the Schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§9.2.2 At the Owner's discretion, and approved in advance in writing, the Contractor may invoice for off-site stored materials. The off-site stored materials must be verified by a representative of the Owner prior the approval for payment. All off-site stored material for which payment is being sought shall be scheduled for three (3) months prior to installation. Off-site stored materials shall be stored within the State of West Virginia, unless otherwise approved. Also, the Contractors must provide the Owner with a proof of cost (i.e., sales receipt) and certificate of insurance from an approved insurance carrier for the value of full replacement of materials stored off-site, also naming the Owner ~~and SBA~~ as additionally insured.

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "Schedule of Values."

§9.3.1.3 Add the following at the end of Section 9.3.1.3:

A five percent (5%) retainage will be maintained throughout the construction period. The Owner will pay ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the work, and of materials, and equipment suitably stored at the site or at

some other location agreed upon in writing, for the period covered by the most current submitted Application for Payment, less the aggregate of previous payments.

Add the following Sections to Article 9.3:

§9.3.4 The SBA reserves the right to review all Contractors' Applications for Payment and/or CPM Construction Schedules and may request additional documentation to substantiate the request. The SBA, in cooperation with the Owner and the Architect, may make adjustments as deemed appropriate or may require that the Application for Payment and/or CPM Construction Schedule be resubmitted. An approved Critical Path Method (CPM) construction schedule must be submitted ten (10) business days prior to the submission of the first pay application. The approved schedule shall be updated monthly and submitted with each pay application.

§9.4.1 Make the following changes to Section 9.4.1:

After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days (60)." In line three, delete "binding dispute resolution" and substitute " litigation in the Circuit Court in the County in which the Project resides "

§9.8.1 Add the section to 9.8.1:

§9.8.1.1 At approximately eighty-five percent (85%) of construction or sixty (60) days prior to the projected date of Substantial Completion, the Contractor shall actively participate in a Project Closeout Coordination Meeting involving the Owner, Architect, Prime Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract for Construction. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

§9.8.1.2 The Contractor shall provide to the Owner at Project Close-out all required documentation that includes, but is not limited to, the following:

a. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)

b. Contractor's Affidavit of Release of Liens (AIA G706A)

c. Consent of Surety Company to Final Payment (AIA G707)

d. Certificate of Insurance (Acord Form and AIA G715) Covering required/specified products and completed operation

e. Certificate of Release from the Department of Tax and Revenue stating all appropriate taxes have been paid

f. Verification from the Owner that all Owner-training required by the contract documents has been conducted (SBA Form 500-A)

g. Fire Marshal's Certificate of Occupancy

h. Training videos of quality to show all required steps in HVAC startup, operation, maintenance, etc.

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.8.5 Make the following changes to Section 9.8.5 Substantial Completion:

In the second sentence, change the phrase "make payment of retainage" to read "make partial payment of retainage."

§9.10.2 Add the following Sections to the end of 9.10.2:

.1 A State tax release form will be filed with the West Virginia Department of Tax and Revenue by the Owner upon receipt of the final payment request from the Contractor. Final payment will only be processed after the Owner has received evidence from the Department of Tax and Revenue indicating appropriate state taxes has been paid on completed construction projects in West Virginia.

.2 Should the Architect determine during the final inspection that the remaining work is not completed in accordance with the terms and conditions of the contract documents, the Contractor shall be responsible for all costs associated with the Architect's return visits. Costs shall include, but are not limited to, hourly wage, mileage reimbursement, accommodations, and miscellaneous reimbursables.

§9.10.3 Add the following clause to Section 9.10.3:

§9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

Add the following Section to Article 9:

§9.11 Liquidated Damages

§9.11.1 It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount indicated below for each day (Sundays and Holidays included) that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. This clause shall in no way be considered exclusive and shall not limit the Owner's right to pursue any other available remedy.

Liquidated damages shall be assessed by and payable to the Owner as follows:

$_____ per day

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in

accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

Article 10 – Protection of Persons and Property

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§10.3.3 Delete Section 10.3.3 in its entirety.

Article 11 – Insurance and Bonds

§11.1.1 Add the following to the end of Section 11.1.1:

Workers Compensation Coverage shall be provided on the project by all Contractors. Contractors shall purchase and maintain workers' compensation insurance from a licensed carrier authorized to provide such coverage in the State of West Virginia. Proof of continued Workers Compensation coverage throughout the duration of the project shall be provided on the certificate of coverage.

Add the following Section to Article 11.1:
§11.1.5 Insurance

§11.1.5.1 Prior to Contract award, The Contractor shall provide insurance and shall furnish proof of the insurance identified by a checkmark below. The Owner and the SBA shall be listed as additional insureds on each policy. Thirty (30) days prior to the expiration of the insurance policies, the Contractor shall provide the Owner with proof that the insurance mandated herein has been continued. The Contractor must also provide Owner with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The Contractor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Contractor must maintain:

[ ] **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

[ ] **Automobile Liability Insurance** in at least an amount of: _____per occurrence.

[ ] **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

[ ] **Commercial Crime and Third-Party Fidelity Insurance** in an amount of: _____ per occurrence.

[ ] **Cyber Liability Insurance** in an amount of: _____ per occurrence.

[ ] **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract, including alternates.

[ ] **Pollution Insurance** in an amount of: _____ per occurrence.

[ ] **Aircraft Liability** in an amount of: _____ per occurrence.

[ ]

[ ]

[ ]

[ ]

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. A Performance Bond and a Labor and Material Payment Bond for one hundred percent (100%) of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract and prior to the execution of the Contract.

§11.2 Delete Section 11.2 in its entirety.

§11.4 Delete Section 11.4 in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have fourteen (14) days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

Article 12 – Uncovering and Correction of Work

No Supplemental Conditions to Article 12

Article 13 – Miscellaneous Provisions

§13.1 Delete Article 13.1 in its entirety and substitute the following:

§13.1 The Contract shall be governed by the law of the State of West Virginia. The project shall be built in compliance with all applicable Codes and Governmental Requirements.

§13.1.1 All work must have the approval of all applicable West Virginia governmental authorities and agencies having jurisdiction over the project including, but not limited to, the following:

a. West Virginia State Fire Marshal
b. West Virginia Department of Health
c. West Virginia Department of Natural Resources
d. West Virginia Department of Highways
e. West Virginia Department of Education
f. West Virginia Division of Labor
g. School Building Authority of West Virginia
h. West Virginia Division of Environmental Protection

§13.2.2 Section 13.2.2 is deleted in its entirety.

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

§13.5 Delete Section 13.5 in its entirety and substitute the following:

§13.6 Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

§13.6 Contractor's License

§13.6.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7 Certified Payroll Requirements

§13.7.1 The SBA requires that a weekly certified payroll be submitted with each contractor's pay-application using the West Virginia Division of Labor's Jobs Act Weekly Payroll Form or other SBA-approved document. Certified payroll~~s~~ forms must be completed fully to include names, addresses, and Social Security Numbers of all workers, including those of any subcontractors, in order to assure compliance with the West Virginia Jobs Act as described in West Virginia Code §21-1C and/or State Minimum Wage Law as described in West Virginia Code §21-5C. Each Contractor shall submit all completed Certified Payroll forms for each employee weekly to the West Virginia Division of Labor. Upon request, the Owner shall be required to submit the certified payroll report to the SBA for review. Each contractor shall be responsible to obtain correct and fair minimum rate of wages as established by the West Virginia Division of Labor.

§13.7.2 For the Owner's records, Contractors shall submit to the Owner copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

§13.8 Workforce Eligibility – All Contractors and their Subcontractors shall verify the criminal records and workforce eligibility of all employees, subcontractors' employees, and vendors' employees that will be present on the construction site or other board property. Pursuant to W.Va. Code §21-1B, it is unlawful for any employer to knowingly employ or hire an unauthorized worker who is not duly authorized to be employed by law. In addition, persons who must register as a sex offender pursuant to W.Va. Code §15-

12-2 shall not be present at any time on the school construction site. If there are questions regarding the eligibility of a particular worker, please verify the eligibility with the Owner.

§13.8.1 Contractors shall maintain records verifying the legal status of workers and shall, upon request by the Commissioner of Labor, surrender all employee records, including all records relating to the payment of State and Federal taxes, for verification of their legal status. If upon examination of records, the Commissioner determines that a contractor is in violation of the provisions of this code, the Commissioner may enter an order that imposes disciplinary action as provided for in West Virginia Code §21-1B.

§13.9 Performance of the Contract

§13.9.1 The Contractor shall adhere to all conditions of the Contract Documents including, but not limited to, Quality Control, CPM Scheduling, Project Documentation, Construction Performance and Project Completion, and Closeout.

§13.9.2 Non-compliance with any provisions of the Contract Documents will result in a Notice of Non-Compliance or Non-Conformance issued by the Architect.

§13.9.3 The Contractor shall make available to the SBA all digital copies of all communications between the Contractor and the Architect as well as all communications between the Contractor and representatives of the Owner.

§13.9.4 After project Closeout, the Contractor shall be evaluated on the basis of compliance and conformance to the Contract Documents. Such evaluation will rely on documentation compiled during the duration of the Project.

§13.10 The responsible Contractor shall coordinate with the Owner and Architect to schedule and notify the SBA and the WV Department of Education Office of Facilities & Transportation (WVDE OSF&T) two (2) weeks in advance of:

.1 The Testing, Adjusting & Balancing of the HVAC system.
.2 The training of the maintenance and custodial personnel on new building components.
.3 The scheduled punch list walk-thru of the new or renovated school.

§13.11 Before the HVAC Contractor's work is accepted by the Owner, the Contractor shall provide complete training to the Owner regarding the operation and maintenance of the mechanical equipment and building controls. Training shall be completed prior to final completion. There shall also be a one (1) day follow-up training in six (6) months or during the succeeding heating/cooling season after the facility has been occupied to ensure training on both heating and cooling operations of the system. Where specified, the installation contractor shall provide two (2) year maintenance and operations for HVAC equipment and other components as described in the bidding documents.

Article 14 – Termination or Suspension of the Contract

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days written notice to the Owner and Architect, terminate the Contract. In such event, the

Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Article 15 – Claims and Disputes

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

§15.1.2 Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 Add the following clause to Section 15.1.3:

§15.1.3.3 All claims, and notices of claims that require an increase in contract time, contract scope, or contract sum must be made in writing and delivered to the Owner via the Architect.

§15.1.3 Add the following clauses to Section 15.1.3.2:

.1 Contractor shall supply climatological data from either an onsite weather station or from a National Oceanic and Atmospheric Administration (NOAA) or other approved nearby weather reporting station, to substantiate any claim for lost days due to weather. All documentation necessary to substantiate the claim shall be submitted to the Architect prior to the 15th day of the month following the proposed claim for review and consideration. Failure to submit these claims on a monthly basis shall result in forfeiture of the claim.

.2 Weather delays shall be substantiation for a cost increase claim for site supervision labor and general site operations costs including direct rental costs (i.e., construction trailer, toilet facilities, fencing, dumpsters). Overhead and profit shall not be applied to the rental costs.

.3 Claims for days lost due to weather delays, on days which have historically been non-work days on the project (i.e., weekends, holidays, and Fridays when four-day work weeks are implemented), shall not be granted, unless work has occurred on these days for two (2) consecutive work weeks immediately prior to the days being claimed.

Add the following Section to Article 15.1:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2.1 Delete the last sentence of 15.2.1 and substitute the following:

The initial decision shall be final and binding on the parties. If the parties fail to resolve their dispute, the parties shall proceed to litigation in the Circuit Court in the County in which the Project resides.

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3.1 Make the following changes to Section 15.3.1:

Delete the phrase "shall be subject to mediation as a condition precedent to binding dispute resolution" and substitute may be subject to nonbinding mediation, if agreed to by all parties, prior to litigation."

§15.3~~.2~~ Delete Sections 15.3.2, 15.3.3, and 15.3.4 in their entirety

Delete Section 15.4 in its entirety and substitute the following:

§15.4 Settlement of Claims

§15.4.1 Claims by the Owner may be brought against the Contractor in the Circuit Court in the County in which the Project is located.

§15.4.2 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4, and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the Circuit Court in the County in which the project is located. Prior to litigation, the parties may choose to endeavor to resolve disputes through non-binding mediation.

§15.4.3 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.4 During Court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.5 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.6 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

Article 16 – Equal Opportunity

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State,

or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This provision is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the School Building Authority and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:		Contractor:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this fourteenth day of September, 2020, by the School Building Authority of West Virginia. Any modification of this document is void unless expressly approved in writing by the School Building Authority of West Virginia.