

SECTION 00810 - SUPPLEMENTARY CONDITIONS OF THE CONTRACT

PART 1 GENERAL

The following supplements modify, delete and/or add to the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. Where any clause, paragraph or subparagraph in the GENERAL CONDITIONS is supplemented by one of the following paragraphs, the provisions of such clause, paragraph or subparagraphs shall be considered as added thereto. Where any clause, paragraph, or subparagraph in the GENERAL CONDITIONS is amended, voided, or superseded by any of the following paragraphs, the provisions of such clause, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

SPECIFIC MODIFICATIONS

Clause 1 - Definitions

Add to paragraph 1(h): The "CHA", "PHA", "IHA", "LHA", "LA" or "Owner" is

The Housing Authority of the City of Columbia
1917 Harden Street
Columbia, South Carolina 29204

Add the following paragraph to Clause 1:

(m) "Substantial Completion" is the stage of the work when the work is in full compliance with the contract documents, capable of complete use and/or operations, and suitable for the Owner's intended use (Reference Clause 20, Section k.) The contractor agrees that no unit will be considered substantially complete until 100% of the interior work, including punch list items, is complete.

Clause 2 - Contractor's Responsibility for Work

A. Delete paragraph 2(d) and insert the following paragraph:

(d) The contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA/IHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for the entire work, except for any completed unit of work, which may have been accepted under the contract.

Additionally, the contractor will be responsible for the cost and repair of any damage due to vandalism, which occurs between the date of the Notice to Proceed and the Columbia Housing Authority's formal acceptance of the buildings as substantially complete.

B. Delete paragraph 2(e) and insert the following paragraph:

(e) The contractor shall layout the work from actual field conditions. Base lines and benchmarks if required will be established by the Contractor. The Contractor shall verify all field conditions and note discrepancies on Shop Drawings and or inform the Housing Authority in writing. The Contractor will be held responsible for any errors resulting from its failure to do so. The Contractor shall be responsible for proper fitting of all work and for coordination of operations of all trades, subcontractors, material, or persons employed by the Contractor. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions required for fitting of all their work to all surrounding work and shall do all cutting, fitting, adjusting and patching as necessary to make the several parts of the work come together properly and to fit the work to receive, or be received by, that of other contractors.

Clause 6 – Construction Progress Schedule

A. Delete paragraph 6(a) and insert the following paragraphs:

(a) Prior to beginning any demolition, site modifications, or construction, the Contractor shall prepare and submit to the Contracting Officer for approval four (4) copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(d) The contractor will provide monthly updates of the construction schedule. If the contractor fails to submit a schedule update within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule

Clause 8 - Differing Site Conditions

Delete paragraph 8(a) in its entirety and Insert the following paragraph:

(a) The Contractor shall within two business days of discovery, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) surface or latent conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the Contract.

B. Add the following paragraph to Clause 8:

(e) The Contractor acknowledges that the site conditions are not completely uniform as to materials and configuration, due to their being in continual use for several decades. The Owner expects that the Contractor shall accept such variances as being within the scope of this contract, until such time as they exceed, by greater than 5%, the total value of the scheduled work. The contract sum shall then be equitably adjusted in accordance with these documents for all work in excess of the 5% cap. The Contractor shall note with his monthly requisitions any overages and underages resulting from such variances, so that the Owner may be apprised as the work progresses of the potential contract modifications. Said modifications shall be executed at the end of the project based upon the total project.

Clause 9 - Specifications and Drawings for Construction

A. Add to paragraph 9(a) the following paragraph:

(a) In the event of conflict or discrepancies among Contract Documents, interpretations will be based on the following priorities:

1. The Contract Agreement.
2. Addenda - with those of latest date having precedence over those of earlier date.
3. The Supplementary Conditions of the Contract.
4. The General Conditions for the Contract for Construction.
5. Drawings and Specifications

In the case of an inconsistency between the Contract Documents or within any document not clarified by addendum, the material or system of equipment of better quality and/or greater quantity shall take precedence in accordance with the Contracting Officer's interpretation. The Contracting Officer's interpretation shall be final and shall be adhered to by the Contractor at no additional cost to the Owner.

B. Add the following paragraphs to Clause 9:

The Local Housing Authority will furnish, free of charge, to the selected General Contractor three (3) copies of the Specifications and Drawings. Additional copies requested by the Contractor will be furnished at the cost of reproduction.

The Contractor shall provide with each submittal, for approval, a certificate attesting that the products or materials to be supplied are (1) currently and readily available, (2) not obsolete or discontinued and (3) not to be discontinued or deleted from the supplier or the manufacturers' stock within the next calendar year.

Clause 10 – As-Built Drawings

Delete paragraph 10(b) and insert the following paragraph:

(b) Within 5 days of notification of substantial completion, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent Record Drawings. For this purpose, the Contractor shall record on one set of Contract Documents all changes from the installation originally indicated, and record final locations of underground lines by depth from finished grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs or edges of walks. No final payments will be made to the Contractor until the Contracting Officer has received accurate information to be used in the Record Drawings. Contractor's attention is directed to Specification Section 01770 for additional requirements of the Record Drawings.

Clause 11 - Materials and Workmanship

Add the following paragraphs to Clause 11:

(d) The Contractor shall not utilize asbestos containing materials in the work.

Clause 12 - Permits & Codes

A. Delete paragraph 12(b) and insert the following paragraph:

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. The Contractor shall submit a copy of all permits and licenses to the Contracting Officer.

Clause 13 – Health, Safety, and Accident Prevention

A. Add the following item to Clause 13

The contractor must provide a copy of their safety policy and procedure. The safety policy must comply with all Occupational Safety & Health Administration requirements and must be submitted, for review and approval, prior to the Contracting Officer's issuance of the Notice To Proceed. The contractor will include this requirement in all subcontracts, regardless of tier, and provide the Contracting Officer, for approval, the safety policy and procedure for each subcontractor prior to the subcontractor being permitted to work on site.

Clause 15 – Availability and Use of Utility Services

A. Delete paragraph 15(a) in its entirety.

Clause 20 - Inspection and Acceptance

Insert the following after the first sentence in paragraph (b):

The Contractor shall submit a copy of all inspection reports to the Contracting Officer.

Add the following paragraphs to the end of Clause 20:

(k) In the event the Contract involves rehabilitation of dwelling units, the Contractor must meet specific minimum criteria before requesting a Substantial Completion Inspection. The minimum criteria are as follows:

1. If applicable the contractor must submit a City issued Certificate of Occupancy at least three (3) days prior to the substantial completion inspection(s);
2. Contractor must have and submit all required operating manuals;
3. There shall be no known interior deficiencies; and
4. Any other criteria the Owner identifies during the Pre-Construction Conference.

The Contractor must provide a minimum of seven (7) calendar days written notice to schedule an inspection.

(l) Upon 100% completion of the Work including the Substantial Completion Punch List, the Contractor can request a final inspection of the Work and begin the final completion process as described in Specification Section 01770.

The Contractor must provide a minimum of seven (7) calendar days written notice to schedule an inspection.

Clause 23 – Warranty of Construction

Delete paragraph 23(e) and insert the following paragraph

(e) The Contractor must remedy an emergency warrant call within 24 hours or a non emergency call within 72-hours of notice. If the contractor fails to remedy any failure, defect, or damage within the allotted response time, after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

Clause 25 - Contract Period

Add the following paragraph to Clause 25:

(b) The average number of rain days for the project area is three (3) days per month. The contractor is to take this average number of rain days into account for construction scheduling. Only days in excess of the average number of rain days per month will be used to adjust the contract time for this project. Consideration will only be given to those rain days materially impacting the actual work to be performed on the days in question. Contractor must demonstrate that the time missed due to weather could not have been made up within the normal schedule of the work. Adjustments in time for substantial completion will be made in the thirty (30) days prior to scheduled completion.

Clause 27 – Payments

Add the following paragraphs to Clause 27:

(c)(1). A minimum of two weeks prior to the first Progress Payment (Periodic Estimate) all material submittals must be submitted by the contractor and approved by the PHA. Failure to comply may result in the Contracting Officer withholding the progress payment.

(e)(4). The Contractor hereby represents and warrants to and for the benefit of the PHA that all of the iron, steel, and manufactured goods used in the project for the period associated with this Pay Estimate #___ have been produced in the USA in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved by the PHA, and documentation of such approval is attached.

- (f) Payments for bonds and general conditions will be made in equal monthly payments for the term of the construction contract. If the contractor can provide proof of specific payment in full for the bonds, the PHA will also make a single full payment.

Clause 28 – Contract Modifications

Add the following paragraph to Clause 28:

- (d) The Contractor agrees to accept and implement any written directive from the Contracting Officer, even if the cost of the changes is in negotiation or otherwise not agreed upon.

Clause 29 - Changes

A. Delete paragraph 29(b) in its entirety and insert the following paragraph:

(b) Any written order (which, as used in the paragraph (b), included direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

B. Delete paragraph 29(e) and insert the following paragraph:

(e) The Contractor must submit any "proposal for adjustment" (hereafter referred to as a proposal) under this paragraph within five (5) working days after receipt of a written order designated or indicated to be a change order under paragraph (a) above by submitting to the Contracting Officer a written statement describing the general nature and the amount of the proposal, unless this period is extended by the PHA. If a proposal is not received within the time described above, the PHA reserves the right to assess an appropriate adjustment based upon local labor and material costs. Overhead and profit will be negotiated as described in Clause 29, paragraph (f)(1-3).

C. Delete paragraph 29(f)(3) in its entirety and insert the following paragraph:

(3) Overhead and Profit. Overhead and profit for additional work shall be calculated as follows:

For work performed by the Prime Contractor's own work force, the Prime Contractor may include 10% markup for overhead, plus 10% profit in the cost proposal.

For work performed by Sub-Contractors, the Prime Contractor may only include a 10% markup for overhead.

Sub-Contractor's may include a 10% markup for overhead plus 10% profit in their cost proposal.

Equitable adjustments for deleted work shall include a credit for overhead and may include a credit for profit. On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in the costs for the Contractor and/or Sub-Contractor performing the work.

Clause 36 - Insurance

A. Delete paragraph 36(b) in its entirety and insert the following paragraph:

(b) Before commencing work, the Contractor shall furnish the PHA/IHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building(s) site(s), including foundations and building equipment, is in force. The Builders Risk Insurance shall be for the benefit of the Contractor and the PHA/IHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA/IHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the contract work is accepted by the PHA/IHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials

in place and/or stored at the site(s), whether or not partial payment has been made by the PHA/IHA. The Contractor may terminate this insurance on building(s) as of the date of acceptance by the PHA/IHA.

B. Add the following paragraphs to Clause 36:

The Contractor's Liability Insurance required in this Clause of the General Conditions shall cover in its entirety the following hold harmless clause, "The Contractor shall save and hold harmless the Contracting Officer, Columbia Housings Authority's Agents, CHA staff, and HUD staff from and against all liability, claims and demands of whatsoever kind of nature arising out of or connected with the performance of work by the Contractor, for or on behalf of the Owner, whether such injury, loss of damage shall have been occasioned by negligence of the Contractor or by any Subcontractor of the Contractor or their employees".

(e) The Contractor's Liability Insurance shall be an occurrence type policy, providing coverage during the construction period and remaining in effect after construction has been completed for any claims resulting from the construction process.

END OF SECTION 00810

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