

## **Bid #2116 – Anderson County Courthouse Secure Entrance**

### **Question & Answer #1**

1. While we were processing the specifications for the project above we noticed that the following is missing according to the table of contents:

007300 Supplementary Conditions

Was this left out intentionally?

Answer: No, this was inadvertent. Please see the attached.

**SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS****PART 1 – GENERAL**

Relation to General Conditions of the Contract: The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1: GENERAL PROVISIONS****1.2 CORRELATION AND INTENT OF THE DOCUMENTS**

Add the following new subparagraph 1.2.1.1 in its entirety:

**1.2.1.1** If there is any conflict or discrepancy within or between any of the Contract Documents involving the quality or quantity of Work required, it is the intention of the Contract that the Work of highest quality or greatest quantity shown or specified shall be furnished.

**1.4 INTERPRETATION**

Add the following new subparagraph 1.4.1 in its entirety:

**1.4.1** Whether or not the word "all" is used in the Contract Documents, coverage is intended to be complete, except where partial coverage is specifically and expressly noted. In all cases where an item is referred to in the singular number, it is intended that the reference shall apply to as many such items as are required to complete the work. Words such as "install", "provide", "furnish", and "supply" shall be construed as meaning complete furnishing, installing, and constructing unless modified by additional information.

**ARTICLE 2: OWNER****2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

Replace subparagraph 2.2.5 with the following:

**2.2.5** The Contractor will be furnished free of charge twenty (20) copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage, and handling.

**ARTICLE 3: CONTRACTOR****3.1 GENERAL**

Add the following new subparagraph 3.1.4 in its entirety:

**3.1.4** No verbal agreement or conversation with any officer, representative, agent, or employee of the Owner or Architect, either before or after the execution of this contract shall affect or modify the terms or obligations herein contained.

**3.2 REVIEW OF CONTRACT DOCUMENT AND FIELD CONDITIONS BY CONTRACTOR**

A. Add the following new subparagraph 3.2.1.1 in its entirety:

**3.2.1.1** The Contractor and its subcontractors and vendors shall examine carefully the various conditions and limitations under which the work is to be performed including, but not limited to, the following:

- .1** The location, conditions, character, and arrangement of the site, its environs, and contiguous properties thereto.
- .2** The availability and competence of labor required to properly complete the Work.
- .3** The weather conditions, climatic range and precipitation generally prevailing in the region and immediate vicinity of the site.

- .4 The availability and cost of materials, tools, equipment, and resources necessary to properly complete the Work.
- .5 Other similar matters.

Neither Owner nor Architect assumes any responsibility or liability for the above listed matters or others similar thereto, nor for their determination or existence.

- B. Add the following new subparagraph 3.2.1.2 in its entirety:

**3.2.1.2** Neither Owner nor Architect warrant the accuracy of grades, elevations, dimensions, clearances, or locations indicated on the Drawings issued by the Architect nor for Work installed by separate contractors. The Contractor shall verify the accuracy of all such grades, elevations, dimensions, clearances, and locations to its satisfaction. Dimensions of existing or other Work at the site shall be verified by the Contractor for connection to Work under this contract. Failure of the Contractor to verify grades, elevations, dimensions, clearances, or locations resulting in errors in the Work shall be the sole responsibility of the Contractor and correction of such errors resulting from such failure shall be corrected at no additional cost to the Owner.

- C. Add the following new subparagraph 3.2.5 in its entirety:

**3.2.5** If the Contractor discovers any errors, inconsistencies or omissions in the Documents, no work affected thereby shall be started, or if started, shall be stopped immediately until the Contractor and the Architect agree upon clarification of the errors, inconsistencies or omissions.

### **3.4 LABOR AND MATERIALS**

- A. Add the following to the end of subparagraph 3.4.2:

After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

- B. Add the following new subparagraphs 3.4.2.1 in its entirety:

**3.4.2.1** By making requests for substitutions based on Subparagraph 3.4.2, above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

- C. Add the following new subparagraphs 3.4.4 in its entirety:

**3.4.4** The standards of the work required throughout shall be of such grade as will bring results in compliance with the specifications and recognized construction industry standards. All materials permanently installed in the project shall be new unless otherwise specified or approved by the Architect. New materials shall have been recently manufactured and shall not be obsolete or untested.

### **3.7 PERMITS, FEES AND NOTICES**

- Add the following new Subparagraphs 3.7.5 and 3.7.6 their entirety:

**3.7.6** The Contractor shall pay for all highway fees and for all damages to sidewalks, streets, or other public or private property, or to any public utilities.

**3.7.7** The Contractor shall secure all certificates of inspection and of occupancy which may be required by authorities having jurisdiction over the work, including the Board of Fire Underwriters' certificates and the State Fire Marshal's inspection for occupancy. These shall be delivered to the Architect upon completion of the work.

### **3.8 ALLOWANCE**

Delete the semicolon at the end of sup-paragraph 3.8.2.2 and add the following:

, except that if installation is included as part of an allowance in Division 1-16 of the Specifications, the installation cost, labor, overhead and profit, for greater or lesser quantities of Work shall be determined in accordance with Sub-Paragraph 7.3.6;

### **3.14 CUTTING AND PATCHING OF WORK**

Add the following new Subparagraphs 3.14.3 and 3.14.4 in their entirety:

**3.14.3** Perform all cutting of work in place in a neat workmanlike manner and patch and restore to good condition and appearance. Do not cut any structural members under any circumstances, except where expressly and particularly authorized by the Architect.

**3.14.4** Cutting of work necessary for installation of mechanical and electrical work is specified in Division 15 and 16, but patching of finished work required because of such cutting shall be performed by trades having experience in that type of work..

### **3.16 ACCESS TO WORK**

Add the following new subparagraph 3.16.1 in its entirety:

**3.16.1** The Contractor shall provide the Testing Agency retained by the Owner access to the Work in preparation and progress wherever located.

## **ARTICLE 4: ARCHITECT**

### **4.2 ADMINISTRATION OF THE CONTRACT**

Add the following new subparagraph 4.2.15 in its entirety:

**4.2.15** The Architect shall not have the authority or the responsibility to supervise or direct the construction operations.

## **ARTICLE 5: SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Subparagraph 5.2.3 in its entirety.

### **5.3 SUBCONTRACTURAL RELATIONS**

Add the following new subparagraphs 5.3.1 and 5.3.2 in their entirety:

**5.3.1** The contractor shall be directly responsible for all of the Work included in the Contract, whether performed by his own forces or by his subcontractors. Except in extreme emergencies, all instructions, clarifications, and approvals will be given by the Architect to subcontractors only through the Contractor and all shop drawings, samples and correspondence from the subcontractors shall be submitted to the Architect through the Contractor.

**5.3.2** Insofar as it does not affect the quality of workmanship or materials, the Contractor shall settle all questions of responsibility arising among his various subcontractors and shall determine the extent of Work and responsibility of each of the subcontractors.

## **ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

No modifications required.

## **ARTICLE 7: CHANGES IN THE WORK**

**7.2 CHANGE ORDERS**

Add the following new subparagraph 7.2.2 and 7.2.3 in their entirety:

**7.2.2** Change Order Proposals, except those so minor that their propriety can be seen by inspection, shall include, but not be limited to, a complete itemization of costs including labor, materials, and subcontracts on a form similar to Schedule of Values. Where major cost items involve Subcontracts, they shall also be itemized. In no case will a change involving over \$500.00 be approved without such itemization.

**7.2.3** For extra work performed other than work involving separate contracts, the combined allowance for overhead and profit included in total cost to the Owner shall be based on the following schedule:

- .1** To Contractor for Work, which will be performed with its own forces: 10% for overhead and 5% for profit on the net additional cost including bond costs.
- .2** To Subcontractor for Work, which it performs with its own forces: 10% for overhead and 5% for profit on the net additional cost including bond costs.
- .3** To Contractor for Work performed by other than its own forces: 5% for profit.
- .4** If a change results in a credit to the Owner from the Contractor or the Subcontractor, the credit shall be net cost without crediting the overhead and profit.

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

- A. In subparagraph 7.3.3.3, delete the words “a mutually acceptable fixed or percentage fee” and insert in their place the words “overhead and profit as stipulated in subparagraph 7.2.4”.
- B. Add the following new subparagraph 7.3.11 in its entirety:

**7.3.11** 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, materials, and Subcontracts.

**ARTICLE 8: TIME****8.3 DELAYS AND EXTENSIONS OF TIME**

- A. In Subparagraph 8.3.2, add the following words to the end of the sentence:

except that neither the Owner nor the Architect shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Owner and the Architect on account of any damages, costs, or expenses of any nature which the Contractor, its subcontractors, or sub-subcontractors or nay other person may incur as a result of any delays, interferences, suspensions, changes in sequence or the like arising from or out of any act or omission of the Owner or the Architect, it being understood and agreed that the Contractor’s sole and exclusive remedy in such event shall be an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents.”.

- B. Delete Paragraph 8.3.3 in its entirety and substitute the following:

**8.3.3** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph 8.3.3 as Delays) whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor’s performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity casts, impact damages or similar remuneration. The Owner’s exercise of any rights or remedies under the Contract Documents (including, without Work), regardless of the extent or frequency of the Owner’s exercise of such rights or remedies, shall not be construed as active interference with the Contractor’s performance of the Work.

**ARTICLE 9: PAYMENTS AND COMPLETION****9.2 SCHEDULE OF VALUES**

Add the following at the end of subparagraph 9.2:

The Schedule of Values shall be divided into not less than one part for each section of the Specifications.

**9.3 APPLICATIONS FOR PAYMENT**

A. Add the following new clause 9.3.1.3:

**9.3.1.3** Progress payments may be requested monthly and shall be for 90% of the approved amount properly allocable to materials and equipment incorporated in the work and materials covered with applicable insurance and suitably stored in approved location on the date of the request. After 50% of the work has been completed, the Architect may at any time recommend that any of the remaining partial payments be paid in full.

B. Add the following at the end of subparagraph 9.3.2:

The Owner and the Architect reserve the right to request additional information including, but not limited to, invoices for material stored. Furnish a separate Certificate of Insurance covering full value of any material stored off site and subsequent transportation to the job site. Owner shall be named insured on the Certificate of Insurance.

**9.6 PROGRESS PAYMENTS**

Add the following at the end of subparagraph 9.6.2:

Failure by the Contractor to pay such payments shall, when brought to the attention of Owner or Architect, result in sufficient funds being withheld from current or future Applications. Such failure of the Contractor when properly substantiated shall be brought to the attention of the Surety.

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

A. In subparagraph 9.10.2, change "and (5)" to read "and (6)", and add a new clause (5) as follows:

", (5) all Certificates of Occupancy required by the Contract Documents and Authorities having jurisdiction,"

B. In subparagraph 9.10.2 (6), delete the words "if required by the Owner".

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY****10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following new subparagraph 10.1.1 in its entirety:

**10.1.1** Neither Owner nor Architect assumes any responsibility or liability for safety of the Site, Work, Workplace, Property, or Persons, these being the sole responsibility of the Contractor.

**10.2 SAFETY OF PERSONS AND PROPERTY**

A. Add the following to the end of clause 10.2.1.3:

The Contractor shall be solely responsible, at its own expense, for all necessary measures to protect adjacent properties from damage.

B. Add the following new subparagraph 10.2.4.1 in its entirety:

**10.2.4.1** When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

**ARTICLE 11: INSURANCE AND BONDS****11.1 CONTRACTOR'S LIABILITY INSURANCE**

Add the following new clauses 11.1.2.1, 11.1.2.2, and 11.1.2.3 in their entirety:

- 11.1.2.1** Insurance to be purchased and maintained by the Contractor shall be in a company or companies to which the Owner has no reasonable objection.
- 11.1.2.2** Worker's Compensation and Employer's Liability Insurance shall be obtained and maintained during the term of the Contract and all work performed thereunder, covering each and every worker employed in connections with the Work under the Contract, as provided for in each and every statute applicable to Worker's Compensation.
- 11.1.2.3** The Contractor's Comprehensive General Liability Insurance shall be obtained and maintained during the term of the Contract, including broad form Contractual Liability coverage, with the following limits of liability:
- .1** Bodily Injury and Personal Injury Liability
    - \$1,000,000 - each person
    - \$3,000,000 - each occurrence aggregate limit
    - \$1,000,000 - aggregate products (see .3 below)
  - .2** Property Damage Liability
    - \$1,000,000 - each occurrence
    - \$1,000,000 - aggregate operations
    - \$1,000,000 - aggregate contractual
    - \$1,000,000 - aggregate products (see .3 below)
  - .3** Products / Completed Operations Liability Insurance shall be provided for a period of not less than one (1) year after Completion of the Work. Such insurance shall include XCU coverage with respect to Explosion, Collapse, and Underground Damage.
  - .4** Comprehensive Automobile Liability Insurance shall be obtained with not less than the following limits of liability:
    - .1** Bodily Injury Liability:
      - \$1,000,000 - each person
      - \$3,000,000 - each accident
    - .2** Property Damage Liability:
      - \$500,000 - each accident
    - .3** This insurance shall apply to all owned, non-owned, or hired automobiles to be used by the Contractor in the furtherance of the Work.
  - .5** The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract Subcontractor's Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this subparagraph, or (2) insure the activity of his Subcontractors in his own policy. The Contractor's and Subcontractors' liability insurance shall include adequate protection against any of the special hazards which may be encountered in the performance of this Contract, including those enumerated below:
    - Premises and Operation
    - Explosion and Hazards
    - Underground Hazards
    - Products and Completed Operations
    - Contractual Liability
    - Broad Form Property Coverage
    - Personal Injury Endorsements
    - Workmen's Compensation

## Automobile Liability

- .6 The Contractor shall furnish certificate(s) of the insurance, which shall contain thirty (30) days prior written notice to the Owner of cancellation of or material change in the insurance.
- .7 All policies insuring the Contractor and Subcontractors pursuant to paragraphs 11.1.2, and all subparagraphs, shall be endorsed to include, as additional insureds, both the Owner and Architect.

**11.3 PROPERTY INSURANCE**

- A. Modify the first sentence of Subparagraph 11.3.1 as follows:
- a) Delete "Unless otherwise provided, the Owner" and substitute "the Contractor".
  - b) After the word "companies", insert the words: "satisfactory to the Owner and".
  - c) Add the following sentences:  

The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.
- B. Delete Clause 11.3.1.2, in its entirety.
- C. Delete Clause 11.3.1.3, in its entirety.
- D. In the first sentence of Subparagraph 11.3.2, delete the word "Owner" and insert in its place the word "Contractor" and, after the word "insurance", delete the words "required by the Contract Documents or by Law".
- F. Delete Subparagraph 11.3.4.
- G. Delete Subparagraph 11.3.6 and substitute the following:  
**11.3.6** Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.
- H. Modify Subparagraph 11.3.7 by substituting "Contractor" for "Owner" at the end of the first sentence.
- I. Modify Subparagraph 11.3.8 by Substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's."
- J. Modify Subparagraph 11.3.9 by substituting "Contractor" for "Owner" each time the latter word appears.
- K. Modify Subparagraph 11.3.10 by substituting "Contractor" for "Owner" each time the latter word appears.

**11.4 PERFORMANCE BOND AND PAYMENT BOND**

- A. Delete Subparagraph 11.4.1 and substitute the following:



**11.4.1** The Contractor shall furnish and pay the cost for a Performance Bond and a Labor and Material Payment Bond in the amount of the Contract as security for the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be on a form approved by the Owner. Bonds shall be written by a Surety Company licensed to do business in the State of Tennessee and approved by the Owner.

B. Add the following new clauses 11.4.1.1 and 11.4.1.2:

**11.4.1.1** The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

**11.4.1.2** The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

### **12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

Add the following new subparagraphs 12.2.1.2 and 12.2.1.3:

**12.2.1.2** If all or a portion of the mechanical or electrical system is used beneficially by any party other than the installing Contractor, with the prior written authorization of the Owner, the guarantee and warranty period shall commence on the date when such system or portion thereof is placed in operation. The beneficial user, if other than the Owner, shall restore such system or portion thereof to a first class operating condition without cost to the Owner and before acceptance by the Owner.

**12.2.1.3** Guarantee and warranty requirements shall extend to correction, without cost to the Owner, of all work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage resulting from such defects or nonconformance with contract documents exclusive of repairs required as a result of improper maintenance or operation, or of normal wear.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

No modifications required.

## **ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

No modifications required.

## **ARTICLE 15: CLAIMS AND DISPUTES**

### **15.1.5 CLAIMS FOR ADDITIONAL TIME**

- A. In subparagraph 15.1.5.1, delete the words “cost and of” from the second sentence.
- B. In subparagraph 15.1.5.2, after the word “by”, delete the word “data” and insert the words “Local Climatological Data, Monthly Summary, recorded by the Weather Service Office nearest to the site as compiled and published by the National Climatic Data Center, Asheville, North Carolina...”
- C. Add the following new subparagraphs 15.1.5.3 and 15.1.5.4 in their entirety:

**15.1.5.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Architect or the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

**15.1.5.4** The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of Work, or for concurrent delays due to the fault of the Contractor.

### **15.4 ARBITRATION**

- A. Delete Paragraph 15.4 in its entirety.

- B. Delete all references to arbitration.

**END OF SECTION 00 73 00**