

**SECTION 00800
SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO THE GENERAL CONDITIONS
(DoD FEDERALLY FUNDED CONTRACTS)**

The following supplements modify, change, delete from, add to the "General Conditions of the Construction Contract for Buildings", revised December, 2011 (c) 4/96. Where any article of the General Conditions is modified, or and Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, of Clause shall remain in effect.

SC-1-DEFINITIONS

At General Conditions Article 1, add the following definitions:

CFR: Initials that stand for the Code of Federal Regulations.

OWNER: The State of Alaska.

SC-5.4.1 – INSURANCE REQUIREMENTS

At General Condition Article 5.4.1, delete the second to the last sentence and replace with the following: "The delivery to the DEPARTMENT of a written notice in accordance with the policy provisions is required before cancellation of any coverage or reduction in any limits of liability."

SC-5.4.2a – WORKERS COMPENSATION INSURANCE

At General Condition Article 5.4.2a, delete paragraph "a" in its entirety and replace with the following:

- "a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract. Coverage shall include:
1. Waiver of subrogation against the State.
 2. Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.
 3. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
 4. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000."

SC-5.4.2d-BUILDERS RISK INSURANCE

At General Conditions Article 5.4.2d, delete the subsection in its entirety.

SC- 6.5 MATERIALS AND EQUIPMENT

Add the following sub-paragraph at the end of the existing text:

6.5.1. "Buy American Act. (Federal-Aid Contracts)

- a. The Contractor agrees that they will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material.
- b. **Buy American Certificate.** Execution and submission of the Buy American Certificate Form 25D-061, is required. If there are no exceptions to be listed on the certificate, the bidder shall enter "NONE" on the first line."

SC-6.9–SUBSTITUTES OR “OR-EQUAL” ITEMS

In Paragraph 6.9.5, delete "Document 01630 – Product Options and Substitutions" and replace with "Document 01 60 00 – Material and Equipment."

SC-6.13–SUBCONTRACTORS

Add the following paragraph:

"6.13.7 The CONTRACTOR may, without penalty, replace a Subcontractor who:

1. Fails to comply with the licensing and registration requirements of AS 08.18;
2. Fails to obtain or maintain a valid Alaska Business License;
3. Files for bankruptcy or becomes insolvent;
4. Fails to execute a subcontract or performance of the work for which the Subcontractor was listed, and the CONTRACTOR has acted in good faith;
5. Fails to obtain bonding acceptable to the DEPARTMENT;
6. Fails to obtain insurance acceptable to the DEPARTMENT;
7. Fails to perform subcontract work for which the Subcontractor was listed;
8. Must be replaced to meet the CONTRACTOR'S required state or federal affirmative action requirements.
9. Refuses to agree to abide by the CONTRACTOR'S labor agreement; or
10. Is determined by the DEPARTMENT to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new Subcontractor or replace a listed Subcontractor. The DEPARTMENT will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the state.

The contractor shall submit a written request to add a new Subcontractor or replace a listed Subcontractor to the Contracting Officer a minimum of five working days prior to the date the new Subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a CONTRACTOR violates this article, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the DEPARTMENT; or
2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue."

SC-7.12–APPLICABLE ALASKA PREFERENCES

At General Condition Article 7.12, delete the text of this article in its entirety.

SC-7.13–WAGES AND HOURS OF LABOR

Add new General Conditions Article 7.13.4 as follows:

- 7.13.4.** Upon completion of all work, the primary contractor shall file with the Department of Labor a "Notice of Completion Form" together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the Department of Labor's receipt of the primary contractor's notice of completion, the Department of Labor shall inform the DEPARTMENT of the amount, if any, to be withheld from the final payment.

SC-11.8–DELAY DAMAGES

At General Condition Article 11.8, add the following paragraphs:

The CONTRACTOR understands that if completion of the items of work identified in this contract is not attained by the applicable Substantial and/or Final Completion Dates – as the case may be – the DEPARTMENT will suffer damages which are difficult to determine. Consequently, this contract provides for an assessment of liquidated damages, which is a reasonable forecast of the damages likely to occur in the event of breach under differing circumstances.

The following are different circumstances or scenarios where Liquidated Damages will be assessed. Liquidated Damages arising under more than one circumstance identified below are cumulative; CONTRACTOR is liable for all liquidated damage accruing under this contract. DEPARTMENT may recover these damages from retained progress payments or from payment by CONTRACT or its surety.

- 11.8.1** Failure to Meet Substantial Completion Date. For each calendar day that the work is not Substantially Complete after the expiration of the Contract Time or the Substantial Completion Date has passed, the DEPARTMENT shall deduct **One Hundred Ninety Dollars** (\$190) from progress payments.
- 11.8.2** Failure to Meet Final Completion Date. The Final completion date shall be defined as the date 60 calendar days following the substantial completion date. For each calendar day that the work is substantially complete, but the project is not at Final Completion, after the Final Completion Date has passed, the DEPARTMENT shall deduct **Sixty Dollars** (\$60.00) from progress payments.

- 11.8.3** If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover these sums from the CONTRACTOR, from the Surety, or from both. These are liquidated damages and not penalties. These charges shall reimburse the DEPARTMENT for its additional expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified.
- 11.8.4** Permitting the CONTRACTOR to continue and finish the work or any part of it after the Contract time has elapsed or the completion date has passed does not waive the DEPARTMENT'S rights to collect liquidated damages under this section.

SC-15.1-NOTIFICATION

In Paragraph 15.1.2, delete "Section 01310" and replace with "Section 01 32 00."

END OF SECTION