

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction.

ARTICLE I - DEFINITIONS

Contract Documents Revise to Read as follows:

Contract Documents - The Contract form, Invitation to Bid (including all documents and forms issued with the Invitation to Bid), Addenda, Notice of Award, Notice to Proceed, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), the bonds, the General Conditions and the Supplementary Conditions of the Contract, Laborers, and Mechanics' Minimum Rates of Pay, Specifications, Drawings, and all other Contract requirements and specifications Furnished by the OWNER to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Revise to read as follows:

The CONTRACTOR shall diligently, and in skillful, workmanlike manner, provide all labor, materials, equipment, and facilities necessary to perform the Work in accordance with the Contract Documents and in a manner to complete the Work within the specified contract time. The CONTRACTOR shall not perform any portion of the Work for which the Contract Documents require submittal; review; and approval of Shop Drawings, Product Data, Samples or similar documents until the applicable submittal has been approved by the Owner/Architect.

6.3 Revise to read as follows:

The CONTRACTOR shall provide on the Site at all times during the prosecution of the Work an Owner approved, competent resident Superintendent. The CONTRACTOR is to submit to the Owner for consideration, the proposed Superintendents qualifications and relevant work history, and four (4) project references, no older than 5 years old, with scope, date, and contact information including phone numbers of the referenced project's Project Manager. The Owner shall also be advised in writing of the Superintendent's name, email address, local address, mailing address, and telephone number. This written advice is to be kept current until Final Completion by the OWNER. The Superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR. The Superintendent may not be changed or replaced without prior approval of the Owner. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR shall cooperate with the Owner in every way possible.

6.7 Add a new paragraph to Read:

In addition to the provisions of this Subsection 6.7, CONTRACTOR must adhere to the provisions of Section 01 3100 Project Schedules.

- 6.8 Add a new paragraph to Read:
In addition to the provisions of this Subsection 6.8, CONTRACTOR must adhere to the provisions of Section 01 3100 Project Schedules.
- 6.22 Add Paragraph 6.22.4 to Read:
“CONTRACTOR must prepare contemporaneous daily reports showing the progress of the work. The CONTRACTOR must transmit a copy of the daily reports to the Owner no less frequently than once per week. Each transmittal of daily reports must include all daily reports generated since the most recent transmittal. Transmittal of daily reports does not constitute notice to the Owner of any matter for which notice is specifically required under the Contract Documents. The daily reports must include, at the minimum, information regarding the project schedule, safety issues, subcontractors on site, work performed, meetings held, and communications with the Owner.”

ARTICLE 7 – LAWS AND REGULATION

- 7.2.1 Add: The OWNER shall pay for all plan review and building permit fees required by the local Building Safety department at the project location. The CONTRACTOR shall pay for all building and trade permits and licenses.”
- 7.12 Revise to read as follows:
7.12 Preferential Employment.
- 7.12.1 The CONTRACTOR shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract.
- 7.12.2 Employment Preference in Zones of Underemployment. The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the Work is to be performed wholly or partly within a Zone of Underemployment, the CONTRACTOR must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the Contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Contractor can obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination at the following internet address: <http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf>. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.
- 7.12.3 In order to ensure that the CONTRACTOR's Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the CONTRACTOR shall include in its Contracts with Subcontractors under this Contract language that is substantially the same as 7.12.1 and 7.12.2, above.

7.13 Revise 7.13.2 to read as follows:

7.13.2 The following Labor provisions shall also apply to this Contract:

- a. CONTRACTOR and Subcontractors of CONTRACTOR shall pay all employees unconditionally and not less than once a week;
- b. wages may not be less than those stated in the advertised Specifications, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
- d. the OWNER shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 2. the rates of wages in fact received by laborers, mechanics, or field surveyors.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.3 Add to 11.3.1: "Substantial Completion required 30 days after completion with Work on-site."

Add to 11.3.2: "Contractor shall achieve Final Completion no later than 30 calendar days after Substantial Completion."

11.8 Add: "Liquidated damages will be in the amount of \$200.00 per day, beginning on the date provided in Section 00 8000, Paragraph 11.3 for Final Completion and ending on the date that Final Completion is achieved. These liquidated damages are intended to compensate the OWNER for contract administration costs due to delay and are in addition to any actual damages that OWNER may claim as a result of loss of use or other harm resulting from delay of Final Completion."

ARTICLE 12 – QUALITY ASSURANCE

Add to 12.3.1: "Contractor shall provide a minimum of 72 hours notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, unless agreed to in advance by both parties."

Add to 12.3.2: "Owner shall pay for all special inspections required by the IBC Chapter 17."

ARTICLE 13 – PAYMENTS TO CONTRACTOR AND COMPLETION

Delete the last paragraph of 13.7 and substitute the following: "Owner shall make the first inspection for Substantial Completion at the Owner's expense. If, due to the

absence of Substantial Completion at the time of the first inspection, Owner is required to make one or more further inspections for Substantial Completion, Contractor shall bear and be responsible for all of Owner's costs to perform such further inspections, including the cost of labor and travel costs."

END OF SECTION 00 8000