

SUPPLEMENTARY GENERAL CONDITIONS

Townsend Residential Life Center (TRLIC) Improvements

- 1.1.11 Add to the end of the paragraph: “The overhead calculation shall apply to only the Contractor, Subcontractor, or Sub Tier Subcontractor actually performing the work using own workforce.”
- 1.2.10 Add 1.2.10 Where there may be a conflict or discrepancy between the SU General Conditions/Supplementary Conditions and DIVISION 1 – GENERAL REQUIREMENTS, the more stringent requirements shall be assumed to be required and shall be provided by the Contractor.
- 3.3 Add at the beginning of paragraph: “Unless identified elsewhere in the contract documents...”
- 5.5 Delete Article 5.5 Project Sign in its entirety.
- 5.8 Delete this section in its entirety and replace with “The contractor shall be required to submit ten (10) digital progress images over the life of the project.”
- 5.10 Delete Article 5.10 Security Services. Security Service is not required.
- 6.1 Temporary field office are not required for this project.
- 6.8.12 Add “or other tradesman” after the work “Electricians” (in the first line).
- 8.6.1 Add at the end “Liquidated Damages will be at the rate of \$1,000/Calendar day for the first 60 calendar days and \$2,500/Calendar day thereafter. Liquidated Damages will be applied starting the day after the contractually adjusted final completion date until the day actual final completion is reached and the final Certificate of Acceptance (CA) is issued by DCA.”
- 8.9.1 Add the following: Upon issuance of the Notice to Proceed (NTP) the Contractor shall have 121 calendar days to Substantial Completion (SC) plus 10 calendar days from SC to Final Completion (FC). Total project duration shall not exceed 131 calendar days.
- 10.1.1 Add 10.1.1.1 “The Contractor Payment Process shall follow the procedure as outlined below unless modified by the SU and/or their representatives (SU reserves the right to make modifications to this procedure at any time):
- a) At least 10 days before the date established for each progress payment deadline, the Contractor will submit for review by the Owner, and A/E an electronic pencil copy of this schedule of values showing work completed.
 - b) The Owner and A/E will review, make recommendations on the proposed pay request and forward back to the Contractor.

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- c) Upon acceptance, the Contractor will submit formal pay application with the required number of originals/copies and on the required forms/format with all required backup information to the A/E for review, approval and certification.

10.1.2 Add 10.1.2.1 “The Contractor shall provide a Schedule of Value Breakdown that includes the following, but not limited to General Conditions and other project costs:

- a) Insurance/Bonding
- b) Safety Protection
- c) Building Cleanup and Dumpsters
- d) Shop Drawing

10.1.3 Add 10.1.3.1 “Payment for materials and equipment stored off the site requires that certain conditions be met and that the following documentation be provided:

- a) Copies of applicable “Bills of Sale”
- b) Detailed list of quantity supplied and applicable unit prices and total value
- c) A certificate of insurance which stipulates adequate coverage of materials and equipment during storage and transportation to the site;
- d) An executed affidavit stating the exclusion purchase and storage of these materials and equipment for the job at hand;
- e) A visual inspection of the materials and equipment on site by the owner and/or his representatives;
- f) All materials of equipment to be stored shall be in bonded, third party warehouse only, and a receipt for the materials and equipment shall be issued in the name of the owner.
- g) Material stored onsite may be billed provided they are stored and protected and must be verified by an invoice showing quantity and value of material. The stored “onsite materials” must be available for visual inspection and protected. The Contractor will not be relieved from protecting on-site material.

12.5 Add 12.5 SU – Safety Manual. Refer to SU Safety Manual for more extensive safety requirements.

12.5.1 Add 12.5.1 Contractor shall comply with all sections.

14.2.6 Add the following:

Notwithstanding any other portion of this Contract, when the contract time is increased because of a change in the work, compensation for the Contractor’s extended performance period shall be governed by the following:

- a. Only changes in the work that cause a delay in the Project Critical Path completion date may be considered. All changes in the work causing delays to other elements of the work that is not impacting the Project Critical Path completion date will not be considered. All supporting documents as listed

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under Article 14.2 must be submitted for review and evaluation by the SU and A/E.

- b. The Contractor will receive No Monetary Compensation for the first 90 Aggregate Calendar Days of the extended performance period caused by a change in work. The Contractor will not be allowed to submit any cost for the field of main office staff or any other field or main office General Conditions cost related items. The first 90 Aggregate Calendar Days extension shall be in addition to those delays caused by events listed under Article 8.7.1.
- c. For delays caused by changes in the work, the Contractor will receive a maximum of \$1500 per calendar day for the extended performance period for every calendar day beyond the first 90 Aggregate Calendar Days. The maximum \$1500 limit includes all costs associated with the Contractor's field and main office staff and any other field or main office General Conditions cost related items. No other overhead and profit will be allowed to be added to the \$1500 per calendar day limit. All overhead and profit calculations for changes in the work will be as per Article 14.2.7
- d. General Conditions cost related items are, but not limited to, the cost of field office and field staff, main office and main office staff, trailer rentals, utility usage, vehicles, cleanup, storage, site maintenance, and toilets.
- e. Subcontractors and sub tier subcontractors of the Contractor will receive No Monetary Compensation for the extended performance period regardless of the length of the extended period. All overhead and profit calculations for changes in the work will be as per Article 14.2.6

14.2.7 Replace item a. with the following:

14.2.7 a. Overhead with the sum of:

10 percent (10%) of the actual cost of work as defined in Section 1.1.11. Note: Costs for supervision, field office personnel (including superintendents, safety staff, and labor foreman), main office managers, supervisors, schedulers, estimators, purchasing agents, accountants, and administrative staff are only paid as part of the Overhead calculation of 10%. Only the Contractor, Subcontractor, or sub-tier Subcontractor performing the work is allowed the 10% overhead of cost. The General Contractor's overhead is 10% for only the portion of work performed by the Contractor's own workforce. For work performed by a subcontractor or sub tier subcontractor, the General Contractor is not allowed any overhead for supervision, field office staff, main office managers, supervisors, schedulers, estimators, purchasing agents, accountants, administrative staff or main office.

14.2.8 (b) Add at the end "Various Subcontractor's tiers are allowed 5% profit of cost of work performed with its own forces of their sub-tier Subcontractors."

END OF SECTION