

**SECTION 007300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

- A. **COPIES OF DOCUMENTS.** The Owner shall furnish to the contractor final corrected PDF files of the conformed documents, integrating the original bid documents and addendum clarifications. Files will include PDFs for 11x17 drawings, 22x34 drawings, and 8 ½ x 11 specifications for architectural design and sheet specification for all other disciplines. All printing and utilization of the files will be the responsibility of the Contractor.

- B. **CONTRACT DURATION AND MILESTONES.** The following Contract performance dates will be required: Should Notice to Proceed not be achieved on the date indicated, all contract dates will be shifted equivalently, and as mutually agreeable.
 - 1. Bid Advertising: Mar 20, 2024
 - 2. Bid Opening: April 12, 2024
 - 3. Contractor Notice to Proceed (by Owner): April 26, 2024
 - 4. Substantial Completion: Nov 1, 2024 (208 days)
 - 5. Final Completion: Dec 6, 2024 (30 days)

- C. **PAYMENT RETAINAGE PROVISION:** Each monthly pay application will include a 5% reduction in calculated payment, reflecting a retainage held by the project until final completion is achieved. The total retainage value paid to the Contractor at the successful completion will include a payment of interest on the retained amount, calculated monthly based on an annual yearly interest rate of 7%.

- D. **LIQUIDATED DAMAGES.** Penalties for late completion will be assessed for each day that the project construction extends beyond the stipulated date to achieve Substantial and Final Completion, as determined by the Architect.
 - 1. In the case that the Substantial Completion date is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$150/ day until beneficial occupancy of the facility can be granted, as determined by the Architect.
 - 2. In the case that the Final Completion date is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$50/day until all work is complete.

- E. **INSURANCE AMOUNTS.** The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts:
 - 1. Workers' Compensation: Under the General Conditions as in accordance with AS 23.30.045:
 - 2. Applicable Federal (e.g., Longshore): Statutory
 - 3. Employer's Liability
 - a. Bodily Injury by Accident: \$1,000,000.00
 - b. Each Bodily Injury by Disease: \$1,000,000.00

4. Contractor agrees to waive all rights of subrogation against the Owner, and the Architect for work performed under Contract.
 5. If 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.
 6. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):
 - a. Combined Single Limit: \$3,000,000.00 Each Occurrence, \$4,000,000.00 Annual Aggregate
 - b. General Policy: \$2,000,000.00 Each Occurrence, \$3,000,000.00 Annual Aggregate
 - c. Personal Injury: \$2,000,000.00 Each Occurrence
 7. Builders Risk Insurance: Coverage for fire, natural disaster, and theft of materials and tools.
 8. Comprehensive Automobile Liability, including Owned, Hired, and Non-Owned Vehicles: Combined Single Limit, Bodily Injury: \$1,000,000.00; and Property Damage: \$100,000.00.
 9. All policies will provide for 30 days written notice prior to any cancellation or non-renewal of insurance policies required under Contract.
 10. City of Angoon shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.
 11. With regards to maintaining insurance as denoted within Article 11 of the General Conditions, add the following sentence to the end of the paragraph: Failure by the Contractor to keep such insurance in effect for the time period specified shall be deemed Defective Work and resolved in accordance with the Contract Documents.
- F. PERMITS: The Owner shall apply for, and obtain, the necessary construction permits for this project. The Contractor is responsible for scheduling and coordinating all necessary inspections and resolving on-site issues that are identified.
- G. CONTRACTOR'S WORK SCHEDULE LIMITATIONS. The Contractor shall not operate any excavators, drills, pneumatic hammer, derrick, power hoist, or conduct similar noisy construction activities before 7:00 a.m. or after 9:00 p.m., Monday through Friday, or before 8:00 a.m. or after 8:00 p.m., Saturday, or before 12:30 p.m. or after 8:00 p.m. Sunday, unless a special permit has been obtained from the City of Angoon, based upon a determination that extended hours are necessary and will not result in unreasonable disturbance to surrounding residents.
- H. USE OF PREVAILING RATES: AS 36.05.010. A contractor or subcontractor who performs work on public construction in the state as defined by AS 36.95.010 shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter.
- I. MAXIMUM MARKUPS FOR OVERHEAD AND PROFIT: Change Orders and cost changes developed for changed or expanded construction scope shall include a maximum of 20% added to actual costs reflecting overhead, 8% markup on subcontractors, and a maximum overall mark-up of 6% for profit.

1.03 ADDITIONAL REQUIREMENTS

A. Additional materials which will govern the contract of the Angoon Visitor Center are attached for use by all parties. In case of a conflict with specifications or AIA reference documents, identified EDA requirements shall supersede AIA or other specification provisions.

1. SEE EXHIBIT A: Unexecuted construction contract/agreement, AIA101
2. SEE EXHIBIT B; Prevailing Davis-Bacon Wage rate determination.
3. SEE EXHIBIT C; EDA Contracting Provisions for Construction Projects
4. SEE EXHIBIT D; EDA "Notice of Requirements for Affirmative Action"
5. SEE EXHIBIT E; Form CD-512, Lobbying Restriction Form
6. SEE EXHIBIT F; EDA Site Sign Specifications

END OF SECTION