

**DOCUMENT 00 90 00
ADDENDUM**

ADDENDUM NO. [3] Date: December 5, 2017

**RE: HOUSING AUTHORITY OF LA CROSSE
 SAUBER MANOR WINDOW REPLACEMENT
 LA CROSSE, WISCONSIN
 HSR PROJECT NO. 17058**

**FROM: HSR Associates, Inc
 100 Milwaukee Street
 La Crosse, WI 54603
 (608) 784-1830**

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated October 2017. Acknowledge receipt of this Addendum in the space provided on the bid form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of [1] page and [2] Specification Sections.

CHANGES TO BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT:

1. Section 00 21 13 INSTRUCTIONS TO BIDDERS:
 - a. Item 15: In first paragraph, delete the last sentence that references "00 73 20, Article 51.
2. Section 00 62 30 CERTIFICATE OF COMPLIANCE:
 - a. At the end of the first sentence change the determination number to the following:
"WI 170003 10/26/2017 WI3".
3. Section 00 73 20 SUPPLEMENTARY CONDITIONS:
 - a. Revised Section attached hereto with deleted text crossed out and changes highlighted.

CHANGES GENERAL REQUIREMENTS

4. Section 01 20 00 PRICE AND PAYMENT PROCEDURES:
 - a. Revised Section attached hereto with deleted text crossed out and changes highlighted.

END OF DOCUMENT 00 90 00

Page Intentionally Left Blank

SUPPLEMENTARY CONDITIONS

The following supplements modify the HUD-5370 (1/2014) "General Conditions of the Contract for Construction - Public Housing Programs." Where a portion of said General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of said General Conditions shall remain in effect.

ARTICLE 1. DEFINITIONS

Add to Subparagraph (a) the following sentence:

- (a) The term "Architect" shall also mean "Architect/Engineer", "AE," and "HSR Associates, Inc." when used in the Contract Documents.

Add to Subparagraph (e) the following sentence:

- (e) Wherever the term "Drawings" is used in the General Conditions it shall mean "Project Drawings" as listed in Document 00 85 00 entitled "Project Drawings" of the Project Manual, prepared and/or assembled by the AE specifically for this Project, by agreement with the Owner.

Add to Subparagraph (h) the following sentence:

- (h) The terms "PHA" and "Public Housing Agency" shall also mean "LHA," "Local Authority", and "Owner" when used in the Contract Documents.

Add to Subparagraph (i) the following clauses:

- (1) The "Specifications" defined in Subparagraph (i) shall mean the "Project Manual" defined in Subparagraph (m) below, prepared and/or assembled by the AE specifically for this Project, by agreement with the Owner.
- (2) The term "Technical Specifications" shall mean the Project Specifications consisting of Divisions 1 through 33 in the Project Manual.

Add the following subparagraph:

- (m) The "**Project Manual**" is the bound volume of documentary information prepared and assembled for the Owner by the AE for the specific purpose of bidding and constructing the Work of this Project and includes the Bidding Requirements, Contract Forms, Conditions of the Contract, the Project Specifications and certain Project Drawing standards, schedules and details.

ARTICLE 2. CONTRACTOR'S RESPONSIBILITY FOR WORK

Add the following subparagraphs:

- (i) Before ordering any materials or performing any Work, the Contractor shall verify all measurements at the Project Site related to that particular Work and shall be responsible for accuracy of same. No extra compensation will be authorized to the Contractor due to differences between actual measurements as constructed or existing and the dimensions shown on the Project Drawings. Any discrepancy in this respect shall be reported immediately to the AE. All component parts of the Work shall be carefully checked and laid out in order that the completed Work, as a whole, shall conform to the intent of the Project Drawings and Project Specifications.

- (j) The Contractor may protest in writing to a specified method required or implied by the Contract Documents, the results of which shall be guaranteed under the Contract Documents if, in the Contractor's judgment, the methods will not produce the required result. If such protest is made prior to execution of the Agreement, an alternate method, acceptable to the Contractor, will be specified by Addendum. If such protest is made after execution of the Contract, alternate methods proposed by the Contractor shall not subject the Owner to additional costs over the Contract Price. By performance of the Work in accordance with the Contract Documents, the Contractor represents approval of any required or implied methods necessary to produce the required result.

ARTICLE 9. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

Revise Paragraph (a) to read as follows:

- (a) The Contractor shall keep at the Project Site a copy of the Project Drawings and Project Manual and shall, at all times, give the Contracting Officer and the AE access thereto. Anything mentioned in the Project Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in the Project Specifications, shall be of like effect as if shown on or mentioned in both.
- (1) In the event of conflicts or discrepancies among the Contract Documents, interpretations by the AE will be based on the following priorities:
- a. The executed Contract.
 - b. Addenda, with those of later date having precedence over those of earlier date.
 - c. The Supplementary Conditions.
 - d. The General Conditions.
 - e. Project Drawings and Project Specifications.
- (2) In the case of discrepancy between Project Drawings and Project Specifications or within either Document not clarified by addendum, the better quality and greater quantity of Work shall be provided in accordance with the AE's interpretation.
- (3) The Project Specifications may be written in an abbreviated or short-form which includes incomplete sentences. Omission of words or phrases (such as "the Contractor shall," "in conformity with," "shall be," "as noted on the Drawings," "according to the Plans," "a," "an," "the," and "all") is intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Project Drawings. Words "shall," "shall be," "provide" are supplied by inference where a colon (:) is used.
- (4) The word "provide" shall mean the furnishing of all materials, labor, equipment, transportation and services required for a complete installation.

ARTICLE 10. AS-BUILT DRAWINGS

Add the following to Subparagraph (a):

- (a) Wherever the term "as-built drawings" is used in the General Conditions it shall mean "record drawings." Refer to Section 01 30 00 of the Project Manual for additional record drawings requirements for this Project.

ARTICLE 11. MATERIALS AND WORKMANSHIP

Add the following clauses to Subparagraph (b):

- (7) Approved substitutions prior to receipt of Bids under this Subparagraph shall be in accordance with the requirements for "Approved Substitutions" specified in Document 00 21 13 Instructions to Bidders.

- (8) After the Contract has been executed, the Owner and the AE will consider a formal request for the substitution of products in place of those specified only in the event that it is necessary to make a substitution because of strikes, lockouts, bankruptcy, discontinuance of a product, satisfactory delivery cannot be made, or the product delivered fails to comply with Project requirements. Such requests shall be made in writing within ten (10) days from the date the Contractor ascertains any of the above events will affect the product and shall include the reason for the request accompanied by a complete description of the product proposed for substitution and the difference in cost, if any, between the proposed product and the specified product. Approval of such requests will be made only by Change Order.
- (9) By making requests for substitutions based on Clause (8) above, the Contractor:
 - a. 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;
 - b. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would provide for that specified;
 - c. Certifies that the cost data presented is complete and includes all related costs under this Contract except the AE's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - d. Will coordinate the installation of the accepted substitute product, making such changes as may be required for the Work to be complete in all respects.

ARTICLE 12. PERMITS AND CODES

Add to Subparagraph (b) the following clauses:

- (1) The General Contractor shall be responsible to secure and pay for the building permit including the valuation attributable to plumbing work, heating, ventilating and air conditioning work, electrical work and other miscellaneous separate contracts not directly a part of the General Construction Contract, which the local building officials use as a basis in determining the amount of the fee required to issue a building permit for this Project. Other Prime Contractors will not be required to share in such fee required to secure the building permit.
- (2) Subparagraph (1) above is concerned only with the "building permit." Such requirements do not relieve other Prime Contractors from securing and paying for other permits and fees applicable to their particular division of the work.

ARTICLE 13. HEALTH, SAFETY AND ACCIDENT PREVENTION

Add the following Subparagraph (f):

- (f) Contractor shall comply with Wis. Stats. 66.047(2), which provides that any person intending to excavate, erect a building, or make changes thereon, or wreck a building, before commencing the work shall give at least 3 days notice in writing to all public utilities whose facilities will be affected thereby. The Contractor shall safeguard and protect all utilities and be held liable for any damage thereto during construction. Relocating utilities to expedite construction will be permitted provided it is done at no cost to the Owner in accordance with a written agreement between the utility and the Contractor. A signed copy of such agreement shall be filed with the AE before work is started.

ARTICLE 20. INSPECTION AND ACCEPTANCE OF CONSTRUCTION

Add to Subparagraph (j) the following clauses:

- (1) Upon receipt of written notice that the Work or a designated portion thereof is ready for final inspection and acceptance, the AE will promptly make the first inspection. If the Work is not acceptable and the Contract not fully performed, the AE will notify the Contractor, in writing, of all unfinished Work and fix the time within which the Contractor shall complete the items listed. Upon notification by the Contractor that the list of uncompleted items is complete, the AE will make a follow-up inspection trip to determine if the Work is fully performed.
- (2) When the AE finds the Work acceptable under the Contract Documents and the Contract fully performed, the AE will promptly issue a final Certificate for Payment stating that to the best of the AE's knowledge, information and belief, and on the basis of the AE's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable under the terms of Clause 27 "Payments."

ARTICLE ~~25~~ 27. PAYMENTS

Add to subparagraph f. the following clauses:

- (1) RETAINED PERCENTAGE:
For this project, upon certification by Owner, the owner will pay to the Contractor on account of the Contract 90 percent of the materials suitably stored ~~in accordance with Subparagraph 6.d. above.~~

~~ARTICLE 27. PAYMENTS~~

Refer to Section 01 20 00 also.

ARTICLE 29. CHANGES

Add the following under f. as paragraph 4:

The percentage fee allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the cost.
3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, 10 percent of the amount due the Sub-subcontractor.
- ~~5. Cost at which overhead and profit is to be applied shall be determined according to Subparagraph 7.3.7.~~
6. 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. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over ~~\$50,000~~ \$500.00 be approved without such itemization.

ARTICLE 32 TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

Add to Subparagraphs b and c the following sentence

Liquidated damages will be assessed according to Subparagraph 33 below.

Add the following subparagraphs

- d. The total amount of liquidated damages applicable to each contract will be determined by the LHA and such amount will be deducted for the balance due to Contractor prior to Final Payment.
- e. It is the obligation of all other Contractors to coordinate their work with that of the General Contractor and with each other. If liquidated damages are charged to the General Contractor, the LHA will determine to what extent such delay, or portion thereof, is chargeable to Contractors other than the General Contractor. Liquidated damages, not exceeding the amounts stated herein, shall be assessed against all Contractors collectively to the extent each is responsible for such delay. The decision of the LHA will prevail.

ARTICLE 33 LIQUIDATED DAMAGES

Liquidated damages will not be assessed by the LHA for this project

ARTICLE 36 INSURANCE

2. Liability Insurance on an occurrence basis shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. Premises Operations (including X, C and U coverages as applicable).
 - b. Independent Contractor's Protective.
 - c. Products and Completed Operations.
 - d. Personal Injury Liability.
 - e. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18. 3, a) Contractual Liability below
 - f. Owned, non-owned and hired motor vehicles.
 - g. Broad Form Property Damage including Completed Operations.
 - h. Owner and AE as Additional Insureds.

Add the following to the end of subparagraph (1):

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a) Bodily Injury and Property Damage:
\$1,000,000 Combined Single Limit (CSL) Each Occurrence
Minimum \$2,000,000 Aggregate or Per Project Endorsement
3. Contractual Liability:
 - a) Bodily Injury and Property Damage:
\$1,000,000 Combined Single Limit (CSL) Each Occurrence
Minimum \$2,000,000 Aggregate or Per Project Endorsement.
4. Business Auto Liability (including owned, non-owned and hired vehicles):
 - a) Bodily Injury and Property Damage:
\$1,000,000 Combined Single Limit (CSL) Each Occurrence
Minimum \$2,000,000 Aggregate or Per Project Endorsement
5. Umbrella Excess Liability:
\$2,000,000 over primary insurance.
Maximum self-insured retention of \$25,000.

Add the following paragraph (b) as follows:

(b) PROPERTY INSURANCE

"The Owner will provide and maintain Property Insurance coverage upon the entire Work at the Project Sites to the full insurable value there."

ARTICLE 38. SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

Add the following Paragraph (f):

(f) MINORITY BUSINESS ENTERPRISE INVOLVEMENT

- (1) The Contractor shall make every effort to award a minimum of 20% of the work to minority business enterprises. A list of some of the known available minority business enterprises is available at the LHA office. The Contractor will be required to submit a report to the LHA which will identify the minority business enterprises, to whom the work was awarded and the value of said work.
- (2) Minority Business Enterprise means: "A sole proprietorship, partnership, joint venture, or corporation which is 51% owned, controlled and actively managed by a Black, Hispanic, American Indian, Eskimo, Aleut, Native Hawaiian, Asian Indian, or a person of Asian-Pacific origin. The business must also be currently performing a useful business function." See Document HUD 5370, GENERAL CONDITIONS, Article 38. Executive Order 11246.

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES

Add the following subparagraphs:

- (a) No member, officer or employee of the Owner, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- (b) The Contractor shall include the wording of the preceding Subparagraph (a) in all subcontracts relative to this Project.

ARTICLE 46. LABOR STANDARDS – DAVIS-BACON AND RELATED ACTS

Add the following Subparagraph (a)(5):

- (5) A copy of the prevailing Davis-Bacon wage determination for this Project issued by the Department of H.U.D. is bound in this Project Manual immediately following this Document 00 73 20.
 - a. Wage rate determinations apply to Work in all Sections of the Project Specifications.
 - b. Any wages paid for a classification of work not included in the Wage Rate Schedules included herein shall be not less than applicable wage rates determined by officials responsible for wage rate determinations. When determination has been made after employment of an individual, such minimum rate shall be retroactive to time of initial employment.

Add the following Subparagraph (I):

(I) DEBARRED CONTRACTORS AND DISCLOSURE OF OWNERSHIP

Bidders are advised that all firms submitting prime bids or sub-bids for this Project whose names appear on the current "Consolidated List of Debarred Contractors" prepared and issued to the Owner by the State of Wisconsin Department of Industry, Labor and Human Relations along with the Wage Determination issued by the Equal Rights Division for this Project will not be awarded prime contracts or approved as subcontractors by the Owner, for this Project.

ARTICLE 48 LABOR STANDARDS-NON ROUTINE MAINTENANCE CONTRACTS-PUBLIC HOUSING

Add the following subparagraphs to paragraph A.2.(f):

- ~~(d) A copy of the Prevailing Davis-Bacon Wage Determination for this Project issued by the Department of H.U.D. is bound in the Project Manual immediately preceding this Document 00-80-20.~~
- ~~(e) A copy of the Prevailing State Wage Determination established for the Project by the Wisconsin Department of Industry, Labor and Human Relations and the Common Council of the City of La Crosse is bound together with the federal wage determination immediately preceding this document 00-80-20.~~
- ~~(f) In case of any difference between the above two sets of wage determinations in any category of work, the Davis-Bacon Wage Determination shall prevail in each category.~~
- ~~(g) Wage rate determinations apply to work in all sections of the Project Specifications.~~
- ~~(h) Any wages paid for a classification of work not included in the Wage Rate Schedules included herein shall be not less than applicable wage rates determined by officials responsible for wage rate determinations. When determination have been made after employment of an individual, such minimum rate shall be retroactive to time of initial employment.~~

- ~~*b. Only work classification from the Federal Register Wage Decision may be used on weekly payroll reports.~~

~~When the following State of Wisconsin Wage decision shows a higher rate of pay for a work classification shown on the Federal Register Wage Decision, it is not applicable and shall not be enforced.~~

ARTICLE 49. COMMUNICATIONS

- ~~(a) All notices, demands, requests, instructions, approvals, proposals and claims relative to the execution of Work of this Project shall be in written form.~~
- ~~(b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor as stated on the signature page of the Contract, or at such other office as the Contractor may from time to time designate in writing to the LHA, or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office of the Contractor.~~
- ~~(c) All papers required to be delivered to the LHA, shall, unless otherwise specified in writing to the Contractor, be delivered to the Office of the Executive Director of the Housing Authority of the City of La Crosse, 1307 Badger Street, La Crosse, Wisconsin 54602-1053.~~
- ~~(d) Any notice to or demand upon the LHA shall be sufficiently given if so delivered as in Subparagraph e., above, or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office of the Executive Director, or to such other representatives of the LHA or to such other address as the LHA may subsequently specify in writing to the Contractor for such purpose.~~
- ~~(e) Any such notices to the Contractor or to the LHA shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.~~

ARTICLE 50 COMMUNICATIONS

- a) All notices, demands, requests, instruction approvals, proposals and claims relative to the execution of Work of this Project shall be in written form.
- b) Any notice to or demand upon the contractor shall be sufficiently given if delivered to the office of the Contractor as stated on the signature page of the Contract, or as such other office as the Contractor may from time to time designate in writing to LHA, or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered to with charges prepaid to any telegraph company for transmission, in each case addressed to such office of the contractor.
- c) All papers required to be delivered to the LHA, shall, unless otherwise specified in writing to the contractor, be delivered to the Office of the Executive Director, Mrs. Jane Alberts of the Housing Authority of La Crosse, 1307 Badger Street, La Crosse, Wisconsin 54603.
- d) Any notice to or demand upon the LHA shall be sufficiently given if so delivered as in Subparagraph c., above, or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office of the Executive Director, or to such other representatives of the LHA or to such other address as the LHA may subsequently specify in writing to the Contractor for such purpose.

ARTICLE 51 PERFORMANCE BOND AND PAYMENT BOND

- a) The Contractor shall furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Price. The amount of each bond shall be equal to 100 percent of the Contract Price. Refer to Section 00601-1.
- b) The surety company executing the bonds shall have a B or better rating by "Best Guide" licensed to do business at the place of building and shall be on forms furnished or approved by the Owner. 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.
- c) The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Contract 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.

Add the following article:

ARTICLE 52 49 TAXES

- a) Wisconsin contractors are exempt from sales tax on materials purchased for this Project. A Wisconsin Sales and Use Tax Exemption Certificate will be included with the contract.

ARTICLE 53 MODIFICATIONS TO PART 2 DOCUMENT 00702 GENERAL CONDITIONS

The following supplements modify the HUD-5370-A(1-87) "Supplementary Conditions of the Contract for Construction (Non-routine Maintenance)". Where a portion of said General Conditions — Part 2 is modified or deleted by these Supplementary Conditions, the unaltered portions of said General Conditions — Part 2 shall remain in effect.

END OF DOCUMENT 00 73 20

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change order procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Document 00 50 20 - Agreement Form: Contract Sum
- B. Document 00 72 00 - HUD General Condition.
- C. Document 00 73 20 - HUD Supplementary Conditions.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. At least 10 days prior to submission of the first Application for Payment, secure A/E's approval of the schedule of values required to be submitted under **9.2 Article 27** of the General Conditions.
- D. Base requests for payment on the approved schedule of values.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Dollar value shall be rounded to the nearest ten dollars (\$10).
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates of Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- B. Payment Period: One calendar month time frame.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Each Application for Payment shall be based upon the Schedule of Values submitted in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Applications for Payment.
- F. The Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- G. Execute certification by signature of authorized officer.
- H. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- I. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- J. Submit one electronic and three hard-copies of each Application for Payment.
- K. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 2. Current construction photographs specified in Section 01 30 00.

- L. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 PRODUCT HANDLING

- A. Maintain a "Register of Bulletins and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available for review upon request.

1.06 PROCESSING CHANGES INITIATED BY THE OWNER AND/OR AE

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect/Engineer, upon Owner direction, will issue a "Bulletin" to the Contractor.
 - 1. Bulletins will be dated and will be numbered in sequence.
 - 2. The Bulletin will describe the contemplated change.
 - a. Promptly advise Architect/Engineer as to credit or cost and time required proposed for the described change. This is not an authorization to proceed with the change.
- C. If the Contractor has been directed by Architect/Engineer to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the Architect/Engineer as provided for under Article 7.29 of the General Conditions.
- D. If the Contractor has been directed by Architect/Engineer to make the described change subject to later determination of cost or credit in accordance with Article 7.29 of the General Conditions, the Contractor shall:
 - 1. Take such measures as needed to make the change;
 - 2. Consult with Architect/Engineer and reach agreement on the most appropriate method for determining credit or cost for the change.

1.07 PROCESSING CHANGES INITIATED BY CONTRACTOR

- A. Should the Contractor discover a discrepancy among the Contract Documents, a concealed condition or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify Architect/Engineer as required by pertinent provisions of the Contract Documents.
- B. Upon agreement by Architect/Engineer that there is reasonable cause to consider the Contractor's proposed change, Architect/Engineer will issue a Bulletin in accordance with the provisions described in Article 1.06 above.

1.08 PROCESSING OF BULLETINS

- A. Make written reply to Architect/Engineer in response to each Bulletin by date stated on the Bulletin:
 - 1. State proposed change in the Contract Sum, if any.
 - 2. State proposed change in the Contract Time of Completion, if any.
 - 3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.
 - 4. Include full backup data such as subcontractor's letter of proposal or similar information.
- B. When cost or credit for the proposed change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of Article 7.29 of the General and Supplementary Conditions, A/E will notify contractor in writing. A formal Change Order will be initiated and executed at the time of completion of the Contract, or at a time when the payment for work completed is due. All approved Bulletins previously not incorporated into the Contract by a Change Order, shall be combined into a Change Order to adjust the final Contract Sum to compensate for all Changes in the Work to date.

1.09 PROCESSING CHANGE ORDERS

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Order will describe the change or changes, will refer to the Bulletin or Bulletins involved, and will be endorsed by Architect/Engineer and signed by the Contractor and the Owner.

- C. Architect/Engineer will issue three copies of each Change Order.
 - 1. The Contractor promptly shall sign all three copies and return all copies to Architect/Engineer.
 - 2. Architect/Engineer shall forward the Change Order to the Owner for his signature. Upon approval, he shall distribute two fully executed copies of the Change Order to Architect/Engineer. A/E to distribute one to the Contractor.
- D. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- G. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- H. Promptly enter changes in Project Record Documents.

1.10 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00 and as outlined in **Article 27** of the **Supplementary General** Conditions.

END OF SECTION

Page Intentionally Left Blank