

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 PROJECT DESCRIPTION: The work includes the construction of Myrtle Beach Convention Center HVAC Renovation Phase II for the City of Myrtle Beach, South Carolina.

1.02 DEFINITIONS:

- A. Owner: The City of Myrtle Beach
Post Office Drawer 2468
Myrtle Beach, SC 29578
- B. Engineer: Owens and Associates, Inc.
1007 Lake Hunter Circle
Mount Pleasant, SC 29464
- C. "Furnish" - Except where specifically defined otherwise, the term "furnish" is used to mean "The Contractor shall obtain, purchase and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations", as customarily applicable in each instance.
- D. "Install" - Except where specifically defined otherwise, the term "install" is used to describe operations by the Contractor at the project site, including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations", as customarily applicable in each instance.
- E. "Product" - the term as used in these Contract Documents refers to materials, systems, and equipment provided by the Contractor.
- F. "Provide" - Except where specifically defined otherwise, the term "provide" means "action by the Contractor to furnish and install, complete and ready for intended use", as customarily applicable in each instance.
- G. "Shall" - Except where specifically defined otherwise, the use of the word "shall" in these Contract Documents is to be understood by the Contractor as direction for action by and/or responsibility of the Contractor, i.e. "The Contractor shall ..."
- H. "Supply" - Except where specifically defined otherwise, the word "supply" is to be the same as the definition of "furnish".

1.03 PERFORMANCE & PAYMENT BONDS: Will be for 100 percent of the contract and shall be in force from the contract award date until the end of the warranty period. The bond forms in the contract documents will be used to execute the required bonds unless otherwise approved by the Engineer.

- 1.04 BID BOND: Will be for 5 percent of the Contractor's Bid and will be in force for a period of ninety (90) days following the Bid closing date. The bond form in the contract documents will be used to execute the required bond unless otherwise approved by the Engineer.
- 1.05 SCOPE OF WORK: The work will include the construction of new mechanical systems, including demolition of the existing mechanical systems at the Myrtle Beach Convention Center located at 2101 N. Oak Street, Myrtle Beach, South Carolina.
- 1.06 EVALUATION OF BIDS: Will be based on the information to be included with the Bid Proposal. The final decision will be based on the bid coupled with acceptable references and other applicable information regarding the past performance of the Contractor, Project Superintendent, and Subcontractors on projects of comparable importance, scope, magnitude and urban environment. Regard as to timely completion of project is extremely important.
- 1.07 PLANS & SPECIFICATIONS: The Contractor is responsible for printing six (6) sets of plans and specifications minimum to complete the work.
- 1.08 SUPERINTENDENCE AND CONTROL BY CONTRACTOR: The Contractor shall provide a full-time project manager/safety officer and superintendent at the job site, acceptable to the Engineer, who shall have full authority to act for the Contractor. They shall be fully responsible to maintain the activities of any and all subcontractors on the job, and to respond to job instructions from the Engineer and Owner.
- 1.09 CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE: For Contractor Insurance Requirements, (See General Provisions – Contractor's Insurance, Section I.D.).
- 1.10 OTHER UTILITIES: Other utilities may be encountered during construction activities and should be anticipated. The Contractor shall contact utility representatives to determine the exact locations of all existing facilities and underground utilities and shall make every effort to avoid damage to such. Exploratory hand excavation prior to machine excavation should be done to avoid damage to existing facilities.
- 1.11 RECORD DRAWINGS: The Contractor shall keep a complete record of variations between contract drawings and specifications requirements and the actual project installation. One set of drawings shall be marked in red by the Contractor showing such variations and delivered to the Engineer upon completion of the project. Contractor shall also locate all fittings and valves by measurement from two (2) permanent points in the vicinity and provide information on the record drawings.
- 1.12 REQUIRED RECORDS ON SALES AND USE TAX: In order that the Owner may substantiate a refund claim for sales and use taxes, the Contractors shall furnish certified statements in triplicate, setting forth the cost of construction materials, supplies and fittings, and equipment which becomes a part of, or are annexed to any building or structure being erected, altered, or repaired under contract, with the Owner and the amount of sales and/or use taxes paid thereon.
- 1.13 EXISTING CONDITIONS: The Contractor, in submitting a proposal and in signing this contract, acknowledges that he has thoroughly investigated the existing

conditions and has examined the plans and specifications, understanding clearly their requirements and the requirements necessary to construct all to completion the improvements contracted for; that he is fully prepared to sustain all losses and damages incurred by the actions of elements; is prepared to provide all necessary tools, appliances, machinery, skilled and unskilled workmen, and all necessary materials to successfully complete the work. The Contractor should be hereby made aware that he is responsible for working the subgrade by disking, cutting, rolling, mixing or whatever means necessary to obtain desired compaction. If the Contractor has made the necessary efforts to bring said subgrade to compaction, and in the opinion of the Engineer, the subgrade is unsuitable, the Contractor shall be authorized to muck and backfill these areas.

1.14 PROJECT SCHEDULE: The Contractor is hereby made aware that time is of the essence in that the timely completion of the work is essential. The Contractor is also made aware that the Owner has priorities in the completion of the work. All that work shown in the Contract Documents must be completed and accepted within 120 calendar days. In the event the Contractor does not finish all the work as outlined in the Contract Documents within the allotted time or fails to maintain conditions allowing continual operation of the center resulting in cancellation of contracted events or activities, the Owner shall assess Liquidated Damages in the amount of \$500.00 per calendar day thereafter.

1.15 SUBSTANTIAL COMPLETION: After the Contractor deems that the project currently under construction is complete, the Contractor shall request a walk-through inspection of the project with the Engineer and Owner. During the walk-through, the Engineer will compile a list of items to be addressed in order for the project to be deemed substantially complete. Upon completion of the listed items, the contractor shall invite the Engineer back to the job site to verify the completion of all of the items on the list.

If all items have been completed to the Engineer's satisfaction, the project will be considered substantially complete. If additional work is required to complete the items identified on the list, or if the quality of the work is not approved by the Engineer, then the Contractor shall correct the deficient work to the satisfaction of the Engineer, at which point the project shall be substantially complete. If additional items are identified that did not appear on the original list, these items will be added to the final completion check list, and not held against the Contractor's effort to substantially complete the project.

1.16 ENVIRONMENTAL REGULATIONS: Contractor is responsible for ensuring that his forces comply with environmental regulations on site. Should construction forces violate laws, ordinances or regulations causing delays or adverse consequences on the site, the Contractor shall be held responsible for said actions.

1.17 LIST OF DRAWINGS: The following drawings are included as part of this contract:

Myrtle Beach Convention Center HVAC Renovation Phase II:

GENERAL
COVER COVER SHEET

ENGINEERURAL

| | |
|------|---|
| ME-1 | OVERALL MECHANICAL AND ELECTRICAL ROOF PLAN |
| ME-2 | MECHANICAL AND ELECTRICAL FLOOR PLAN- EXHIBIT HALLS A, B & C |
| ME-3 | MECHANICAL AND ELECTRICAL FLOOR PLAN - MAIN CONCOURSE/PREFUNCTION NORTH & SOUTH |
| ME-4 | MECHANICAL AIR DEVICE PLAN - MAIN CONCOURSE/PREFUNCTION NORTH & SOUTH. |
| ME-5 | MECHANICAL AND ELECTRICAL SCHEDULES AND DETAILS. |
| ME-6 | MECHANICAL SCHEDULES AND DETAILS. |

1.18 CONSTRUCTION STAGING AREA: The Construction Staging Area for this Project will be located as designated on the drawings. Contractor may not use the City of Myrtle Beach's property without prior written consent of the City.

1.19 RESOLUTION OF CLAIMS AND DISPUTES: The Engineer will review claims and take one or more of the following preliminary actions within ten (10) calendar days of receipt of a claim: (1) Request additional supporting data from the claimant; (2) Submit a schedule to the parties indicating when the Engineer expects to take action; (3) Reject the claim in whole or in part, stating the reason for rejection; (4) Recommend approval of claim by the other party or (5) Suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

If a claim has been resolved, the Engineer will prepare or obtain appropriate documentation.

If a claim has not been resolved, the party making the claim shall, within ten (10) days after the Engineer's preliminary response, take one (1) or more of the following actions: (1) Submit additional supporting data requested by the Engineer; (2) Modify the initial claim or (3) Notify the Engineer that the initial claim stands.

If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to resolution through the South Carolina judicial system. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the claim, including any change in Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

When functioning as interpreter and judge under the preceding paragraphs, the

Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- 1.20 WARRANTY: The warranty period shall start upon final acceptance of all work as prescribed for in the Contract Documents.
- 1.21 CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, attorney, Engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
- 1.22 WATER SUPPLY: The owner shall provide a source of water on the project site. It shall be the Contractor's responsibility to convey the necessary water to any location at which it is required on the project.
- 1.23 STATE AND LOCAL PERMITS, LICENSE INSPECTIONS, CERTIFICATIONS: The Contractor shall obtain such required documents and pay the fees assessed for work for which licenses and inspections are required. The Contractor and all subcontractors shall also obtain and pay the fees for city business licenses. The building permit fee and any utility impact and tap fees for this project has been waived by the owner.
- 1.24 SAFETY REGULATIONS: All methods of construction including, but not limited to, trenching, sheeting and bracing shall be done in accordance with OSHA regulation. As this work will occur in and around a continually operating facility where staff, vendors, and the public are present, the contractor will be charged with maintaining safe and secure construction activities that protect the health, safety and welfare of ALL occupants for the life of the project.
- 1.25 PROTECTION OF WORK: The Contractor shall furnish and install all necessary temporary devices for the protection of the work and the building occupants, including barricades, warning signs, and lights at night.
- 1.26 EMERGENCY WORK: The Contractor at all times (nights, weekends or holidays) shall have a responsible person available whom the Owner may contact in the event emergency repairs become necessary. Upon notification of such emergency work, the Contractor's representative shall immediately take steps to make such repairs that may be required.
- 1.27 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any

land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer.

- 1.28 ESCALATION: No provision for price escalation is included in the project. Contractor shall be solely responsible for any cost of materials increases or other cost increases that may occur after bids have been submitted. The Owner will be under no obligation to consider contractor justifications of any increase in cost of materials, etc.

END OF SECTION