



August 25, 2023

**Addendum #4
RP016-23
Construction Manager at Risk (CMAR) for the F. Wayne Hill Water Resources Center
Biosolids Dryer Project**

The following addition/changes modify RP016-23 Construction Manager at Risk (CMAR) for the F. Wayne Hill Water Resources Center Biosolids Dryer Project, as first advertised on July 19, 2023.

I. Clarifications

- C1. Review of interested firms' submissions for RP016-23 Construction Manager at Risk (CMAR) for the F. Wayne Hill Water Resources Center Biosolids Dryer Project has been completed. The following four (4) firms have been selected to prepare for the next step in this process:**
- Alberici Constructors, Inc.
 - PC Construction Company
 - Reeves Young Clark JV
 - Western Summit Constructors, Inc.

We appreciate each firm who submitted and congratulations to the finalists for their efforts and success becoming eligible for further consideration.

On page 19 of 251 of RP016-23 under the PROPOSAL PROCESS SCHEDULE heading you will find information for the next key Step II schedule and dates.

II. Questions and Answers:

- Q1. We are in receipt of Addendum #2. Clarification C6 advises to delete the language in SC-6.01 pertaining using specific EJCDC bond forms and furnishing warranty bonds (page 236 of 251). Then, Clarification C7 advises replacing the Supplementary Conditions in their entirety with the attached "updated" Supplementary Conditions. However, the exact same bond language in SC-6.01 that we were previously advised to delete is still included in the new "updated" Supplementary Conditions. Please confirm the changes noted in Clarification C6 pertain to the "updated" Supplementary Conditions as well.**
- A1. That is correct.
DELETE "updated" Supplementary Conditions provided as part of Addendum #2 Clarification C7.
REPLACE with attached document entitled EJCDC Supplementary Conditions – CMAR dated 08/17/2023.**

Acknowledge receipt of this addendum on the Firm Information page of the RFP document.
Sincerely,

Brittany Bryant
Purchasing Associate II

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

Prepared By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1400 L. Street, N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SUPPLEMENTARY CONDITIONS OF THE
CONSTRUCTION MANAGER AT RISK CONTRACT**

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

These Supplementary Conditions amend or supplement EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023, with Gwinnett County DWR Modifications **06-29-23**). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added: for example, “Paragraph SC-4.05” references modifications to General Conditions Paragraph 4.05.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01 Definitions

SC-1.01.A.25 Add the following sentence to end of paragraph:

- A. Consultant referenced in RP003-23 and RP016-23 is equivalent to the Engineer defined herein.

SC-1.01.A.29 Add the following sentence to end of paragraph:

- A. Owner designates the Director of the Gwinnett County Department of Water Resources, or their designee, to exercise all Owner authority identified in these contract Documents, except that of approval and execution of change orders.

SC-1.01.A.37 Add the following sentence to the end of paragraph:

- A. Owner’s Agent reference in RP003-23 is equivalent to the Owner’s Advisor defined herein.

ARTICLE 2—PRELIMINARY MATTERS

SC-2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner will furnish to Contractor printed or hard copies of the Contract Documents and the executed Contract Agreement upon request at the cost of reproduction. Electronic copies will also be provided upon request.

ARTICLE 3—CONTRACT DOCUMENTS—INTENT, REQUIREMENTS, REUSE

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Delays in CMAR’s Progress

SC-4.05.C.2 Add the following paragraphs to the end of Paragraph 4.05.C.2:

- a. If the basis exists for an extension of time in accordance with Paragraphs 4.05.A and 4.05.C.2 of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.
- b. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for Gwinnett County, Georgia. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
14	14	10	7	6	3	4	2	2	3	5	9

- c. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and/or suspended by cause of adverse weather. Suspension of construction activity for the number of days each month, as listed in the Standard Baseline, is included in the Work and is not eligible for extension of Contract Time.
- d. Adverse weather is defined as the occurrence of one or more of the following conditions, which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - 1) Precipitation (rain, snow, or ice) in excess of one-tenth of an inch (0.10”) liquid measure,
 - 2) Temperatures which do not rise above 32 degrees F by 10:00 a.m., local time,
 - 3) Temperatures which do not rise above that specified for the day’s construction activity by 10:00 a.m., local time, if any is specified,
 - 4) Sustained wind in excess of twenty-five (25) m.p.h.
 - 5) Standing snow in excess of one inch (1.00”).
- e. Adverse weather may include, if appropriate, “dry-out” or “mud” days:
 - 1) For rain days above the Standard Baseline
 - 2) Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings; and
 - 3) At a rate no greater than one (1) make-up day for each day, or consecutive days, of rain beyond the Standard Baseline that total one inch (1.00”) or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- f. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor’s scheduled work day, including a weekend day(s), if Contractor has approved, scheduled construction activity that day.

- g. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that “dry-out” or “mud” days are not eligible to be counted as Weather Delay Day until the Standard Baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended. If the project includes construction of a building, no extension will be made for days of adverse weather occurring after building is “dried in”.
- h. Submit daily jobsite logs showing which, and to what extent, construction activities have been affected by weather on a monthly basis.
- i. To support claim for time extension, submit actual weather data obtained from nearest NOAA weather station, or other independently verified source approved by Owner’s representative at beginning of the project.
- j. Standard Baseline data provided in Paragraph 12.03.C.2, when documenting actual delays due to adverse weather in excess of the average climatic range.
- k. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Articles 4.05 and 12.01 of the General Conditions.
- l. If an extension of the Contract Times is appropriate, it shall be implemented in accordance with the provisions of Articles 9.07, 11.01, 11.02, and 11.08 of the General Conditions.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following report of explorations and tests of subsurface conditions at or adjacent to the Site.
 - 1. Report dated January 2023, prepared by WSP USA Environment & Infrastructure Inc., entitled “Report of Preliminary Geotechnical Exploration, FWHWRC Biosolids Dryer Project.” The “technical data” contained in such report is geotechnical data. The observations and recommendations may be used as a qualitative reference.

SC-5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following report is known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site.
 - a. Report dated December 2022, prepared by Hazen and Sawyer, PC, entitled “F. Wayne Hill Water Resources Center Biosolids Dryer Project Environmental Review and Planning Document.”

ARTICLE 6—BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

~~Add the following paragraphs immediately after Paragraph 6.01.C:~~

- ~~1. Required Performance Bond Form—The performance bond that CMAR furnishes will be in the form of EJCDC® C-610, Performance Bond (2018).~~
- ~~2. Required Payment Bond Form—The payment bond that CMAR furnishes will be in the form of EJCDC® C-615, Payment Bond (2018).~~
- ~~3. Required Warranty Bond Form—The warranty bond that CMAR furnishes will be in the form of EJCDC® C-612, Payment Bond (2018).~~

Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.09.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
- ~~2. After Substantial Completion, CMAR shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 5 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. CMAR shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment.~~
- ~~3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.~~

6.03 *CMAR's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. The limits of liability for the insurance required by 6.03 of the General Conditions shall provide coverage specified in the Owner's Insurance Requirements, included in this RPO16-23, or greater where required by Laws and Regulations.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. Builder's Risk Requirements—The builder's risk insurance must:
 1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following perils: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage, other than that caused by flood.

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and CMAR.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property, including but not limited to fees and charges of contractors, owners representatives, engineers, and architects.
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site, but not including property stored at the premises of a manufacturer or Supplier.
 5. extend to cover damage or loss to insured property while in transit.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.07.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Owner's Advisor, CMAR, Subcontractors of every tier, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
 11. The party responsible for purchasing and maintaining the builder's risk insurance is responsible for insurable losses in excess of the coverage limits. To avoid such losses, such responsible party will:

- a. from time to time as needed during the term of the Contract, increase the builder's risk policy limits to adequate levels based on estimated replacement value, as a reimbursable expense.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.06 Labor; Working Hours

SC-7.06 Add the following new subparagraph immediately after Paragraph 7.06.D:

"1. Regular working hours will be 7:00 AM to 5:00 PM."

B. Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during the hours between 7:00 AM to 5:00 PM, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday without the written approval of the F. Wayne Hill WRC Superintendent."

C. Add the following new paragraphs immediately after Paragraph 7.06.D:

"E. CMAR shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for OA's or Engineer's services, including but not limited to, construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If CMAR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

F. Owner's legal holidays are New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day."

7.13 Taxes

SC-7.13 Add a new paragraph immediately after Paragraph 7.13.A:

"B. Owner is exempt from payment of sales and compensating use taxes of the State of Georgia and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to CMAR for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CMAR, or to supplies or materials not incorporated into the Work.

7.16 Safety and Protection

SC 7.16 Delete the second sentence of Paragraph 7.16.G.

SC 7.16K Add a new paragraph immediately after Paragraph 7.16J:

"K. Contractor's Plan for Safety Precautions and Programs

1. Before any Work at the site is started, Contractor shall have prepared Contractor's written plan for Project-specific safety precautions and programs, complete with respect to procedures and actions that the Contractor intends Contractor and all others as provided in Paragraphs 7.16.A and 7.16.B, to follow in order for Contractor

and all others to comply with all applicable Laws and Regulations. Contractor's plan for safety precautions and programs shall have been approved and endorsed by Contractor's designated safety representative required in Paragraph 7.16.B.

2. Contractor shall revise Contractor's plan for safety precautions and programs at appropriate times to reflect changes in construction conditions, the Work, Contractor's means, methods, techniques, sequences and procedures of construction, and the requirements of paragraph 14.01.A. Contractor shall disseminate the original plan and revisions to all others indicated in Paragraphs 7.16 and 7.16.B.
3. Contractor's plan for safety precautions and programs will not require more stringent safety requirements, training or other qualifications for all others, including those specified in Paragraph 14.01.A and their employees, than Contractor sets forth for comparable activity and responsibility of Contractor, Subcontractors, and Suppliers and their respective employees."

ARTICLE 15—PAYMENTS TO CMAR; SET OFFS; COMPLETION; CORRECTION PERIOD

15.02 *Progress Payments*

SC-15.02.B.2 Following this Paragraph add the following:

- a. "Other documentation" shall be accepted only if a written price quote from the vendor is submitted with the Application for Payment and the bill of sale and/or invoice stating that the actual amount paid by the Contractor is submitted within 30 days of the Application for Payment.

15.04 *Substantial Completion*

SC-15.04 Add the following new Paragraph 15.04.B:

"If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by OA and Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CMAR to Owner. If CMAR does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15."

15.09 *Correction Period*

SC-15.09 Add the following new Paragraph 15.09.H:

- H. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.09.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1.

ARTICLE 18—MISCELLANEOUS

SC-18.09 After 18.09 add the following:

SC-17.10 *Delinquent Contractors*

- A. The Owner shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the Owner for taxes. The Owner shall be entitled to a

counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the Owner to offset any taxes owed against said debt.