

ATHENS HOUSING AUTHORITY

P.O. BOX 1469
ATHENS, GA 30603-1469

31 JANUARY 2012

ADDENDUM NO. 1 to the Project Manual entitled "NEWTOWN PROPERTIES MISC. SITEWORK & LANDSCAPING, ATHENS-CLARKE COUNTY, GEORGIA; FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CAPITAL FUND PROGRAM, DATED JANUARY 16, 2012 is described below and includes all attached pages as referenced.

The Addendum hereby becomes a part of the Contract Documents for the above named work and supercedes all provisions of the above referenced Specifications in conflict herewith.

1. Reference is made to SECTION 00010 the **Invitation to Bid, Paragraph 2**. Replace with:

Sealed bids shall be received until **2:00 P.M.** Current Local Time, on **February 9, 2012**, at the main office of the Owner at the address indicated above. At that time all bids received will be publicly opened and read aloud. Proposals submitted by mail should be addressed to the Owner at the address set out above. All proposals submitted by mail will be collected at the address set out above at 10:00 A.M. Current Local Time on the day mentioned above and held unopened at the office of the Housing Authority until 2:00 P.M., at which time they will be opened with those that have been hand delivered.

2. Reference is made to SECTION 01000 the General Requirements. Add:
 1. **Code Compliance:** All construction shall be in accordance with all current applicable Building Codes.
 2. **Guarantee:** The Contractor shall guarantee all plants and trees to be free of disease and/or improper installation for a period of one year. The Contractor shall correct all deficiencies identified by the Owner or his representative during the 1-year period from the date of the Contractor's Certificate and Release.
 3. **Insurance:** The Contractor and Sub-contractors shall carry all insurance as required by law and insurance as required by the Athens Housing Authority and shall Hold Harmless the Owner from any loss, liability claim or demand for damages arising out of or relating to the performance of the Work as described by these drawings and specifications. All Certificates of Insurance shall be submitted to the Owner prior to commencement of installation. Any other insurance cost should be part of the overhead profit line. AHA requires the following levels of insurance:

- a: Worker's Compensation - required for companies employing two or more persons.
- b: Commercial General Liability at a minimum coverage of \$1,000,000 per occurrence, and
- c: Automobile Liability for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

Each certificate of insurance shall name the “Housing Authority of the City of Athens, GA” as additionally insured and shall require a 30-day written cancellation notice rather than 10 days.

4. **Permits:** The Contractor and Sub-contractors shall be licensed as required to perform the requirements of the Contract. All permits, fees, etc. necessary for the execution of the work shall be the responsibility of the Contractor. Upon completion and prior to final payment the Contractor shall provide a certificate of occupancy to the Owner.
5. **Inspections:** Owner’s representative to inspect all plants and trees prior to installation to verify that plant types/sizes are being provided according to plant schedules. Where work requires inspection by A-CC Building Inspections Department, the Contractor shall notify the Owner’s representative 24hrs. prior to a scheduled inspection and call the Owner’s representative again once inspector arrives on site to allow him the opportunity to be present during the inspection.
6. **Verification:** The Contractor shall check, coordinate and verify all dimensions and construction details prior to starting any construction and report any discrepancies to the Owner.
7. **Substitutions:** The Contractor will follow substitutions procedure described in Section 01040 of these specifications prior to making any substitutions for specified products. “Or Equal” products by other manufacturers will not be accepted unless approved in advance as described below:
 - A. Specific products and manufacturers are specified herein to define a level of quality. In most instances, alternate products by other manufacturers, which meet or exceed that specified can be substituted if approved by the Owner.
 - B. Request for substitutions can be made in writing to the Owner. All requests for substitution should include product literature and pertinent material to fully evaluate the product.
8. **Discrepancies between specifications and drawings:** In case of any discrepancy between materials indicated in the drawings and materials specified here in, the Contractor shall notify the Owner verbally or in writing of any such discrepancies prior to ordering material or proceeding with the work.
9. **Allowances:** Where a dollar allowance is listed in individual sections of this specification, the Contractor will identify in writing to the Owner the actual

expenditures in labor and material involved and the amount of the Contract for construction shall be adjusted accordingly. Owner to select all items contained in the allowances.

10. **Affidavits:** After completion of construction, the Contractor, upon final payment shall provide the Owner with a signed Affidavit and Release of Liens that all construction invoices have been paid by the Contractor.
11. **General Conditions:** Provide temporary toilet facilities as needed. Supply water, electrical, gas and phone service to job as needed. Provide miscellaneous tools and equipment necessary to facilitate the smooth execution of the project.
12. **Site Security:** Provide for adequate security throughout the course of the project. Any loss due to theft or vandalism will be absorbed by the Contractor.
13. **Time Frame:** The Contract shall be completed within 60 calendar days after the Owner issues a Notice to Proceed. Contractor is subject to a late penalty of \$100/day for liquidated damages.

END OF SECTION

01035 - Change Order Procedure

1. At the direction of the Owner, the Contractor shall prepare a change order proposal. Upon approval of the proposal, AHA shall complete (HUD form 51002 (see Supplemental Forms)) should changes in the original Contract work be deemed necessary. Said proposal shall include:
 - A. Description of proposed change.
 - B. Cost/credit of proposed change.
 - C. Number of days in addition to those allowed in original Contract that will be required to complete proposed change.
 - D. Date and Number of Change Order.
2. Prior to executing work the change order must be signed by both the Contractor and the Owners designated representative.

END OF SECTION