

SECTION 2, DIVISION 1B
CAPITAL PROJECTS SUPPLEMENTAL GENERAL
CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

The following modify the January 2013, 24rd Edition of the GENERAL CONDITIONS OF THE CONTRACT, STATE OF NORTH CAROLINA FORM OC-15 and supersedes them only whenever they are in conflict. Unaltered provisions of the General Conditions shall remain in effect. These modifications shall be incorporated into all Contract Forms.

1.1 ARTICLE 1 - DEFINITIONS

- A. Add to the end of the paragraph "The Geotechnical Technical Report does not constitute a part of the Contract Documents, but is included for reference."
- B. The "Owner" is the State of North Carolina through the University of North Carolina at Charlotte.
- C. The "Designer" referred to herein, shall mean (designer to insert design firm name and address).
- S. "Equal To" or "Approved Equal" Add: "substitute products by manufacturers other than those specified in the Project Manual, Addenda, and on the drawings and which may be incorporated in the Work after review and concurrence by the Architect and acceptance by the Owner. This review shall be in accordance with the General Requirements".
- U. "Provide." Shall mean furnish and install complete in place, and ready for use.
- V. "Indicated" and "Shown." Shall mean as detailed, scheduled, or called for in the Contract Documents.
- CC. "Latest Edition." Shall mean the current printed document issued up to 30 calendar days prior to date of receipt of bids, unless specified otherwise.
- DD. "Quality." Shall mean the meticulous attention to the detail of installation and workmanship necessary to the assemblage of products in the highest grade of excellence by skilled craftsmen of the trade.
- EE. "Drawings" or "Plans" mean the drawings enumerated in the Contract (including all information in the Detail Manual).
- FF. "Specifications" mean this Project Manual and Addenda thereto, and this term shall include such pages as are enumerated in the Contract as applicable to the work involved.
- GG. "Supplementary Conditions", as referred to in other parts of the Project Manual, shall be the same as "Supplementary General Conditions."
- HH. Project Identification: All correspondence, reports, schedules, applications for payment, fax items, etc., shall contain formal title of project, code and item numbers, and SCO ID numbers.

1.2 ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- A. ADD to paragraph a:

All work shall be in accordance with the Contract Documents. No change therefrom shall be made without a review by the Designer. Where more detailed information is needed, or when an interpretation of the Contract Documents is needed, the Contractor, before proceeding with the work, shall refer the matter to the Designer who will furnish information or interpretation in the form of a Field Order or other written forms or drawings. If any errors, inconsistencies, or

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omissions in the Contract Documents are recognized by the Contractor or any member of his organization, the Contractor shall notify the Designer in writing of such error, inconsistency, or omission before proceeding with the work.

Where compliance with two or more requirements, material or equipment, are specified and the requirements, materials or equipment, establish conflicting specifications or quality levels, the contractor is to comply with the most stringent or higher quality specification. The Designer shall be the authority for determining the highest quality specification.

Should the specifications and drawings fail to particularly describe the material or kind of goods to be used in any place, then it shall be the duty of the Contractor to make inquiry of the Designer for what is best suited. The material that would normally be used in this place to produce first quality finished work shall be considered a part of the Contract.

Shop drawings shall be legible and suitable for producing legible reproductions.

1.3 ARTICLE 3 - CLARIFICATION AND DETAIL DRAWINGS

A. ADD to paragraph a:

If, in the opinion of the Contractor work is indicated or is specified in such manner as will make it impossible to produce a first-class piece of work, or should discrepancies appear within the Contract Documents, he shall refer same to the Designer for interpretation before proceeding with work. If the Contractor fails to make such reference, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner. Where only part of the work is indicated, similar parts shall be considered repetition. Where any detail is shown and the components therefore are fully described, similar details shall be construed to require equal materials and construction.

1.4 ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

A. ADD to paragraph:

e. Cost of additional drawings and specification shall be as follows:

Drawings: The Designer shall offer printing of additional copies of documents at direct material cost plus 10% for handling.

1.5 ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

A. ADD to paragraph a:

This schedule shall be an excerpt from the CPM schedule described by the Supplementary General Conditions. This Schedule shall indicate the items, relevant specification sections, other related submittals, the date when such item will be furnished to the Architect, and the date by which Architect's review is necessary to maintain Construction Schedule. This schedule shall take into consideration the resubmission of shop drawings required to achieve acceptance of the Designer and Owner.

B. ADD to paragraph c:

The following shop drawings will take longer than 20 calendar days for review and return to the Contractor:

1. Structural Steel
2. Mechanical Systems

C. ADD to paragraph d:

All shop drawings, submittals, samples, and data shall be submitted to the Designer for review according to accepted CPM schedule from Article 5 (a). After these items have been reviewed by the Designer they will be returned to the Contractor or Project Expediter. Samples and shop

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drawings required for evaluation of a substitution shall be submitted with the request for substitution. Shop drawings, submittals, samples, and data will not be considered by the Designer unless the submission clearly indicates that they have been checked, coordinated between Prime Subcontractors, and stamped approved by the Contractor and Fabricator or Contractor, Subcontractor, and Fabricator as the case may be. All shop drawings and catalog cuts submitted shall each receive the following stamp completed and dated by the Contractor or submitting Prime Contractor. Samples shall have the stamp affixed to a tag attached to each sample.

**Submitted in accordance with Section
No.**

**and paragraph
No.**

of the specification

FOR SINGLE CONTRACT, AS FOLLOWS

We have checked and approved this submittal. We find it to be in accordance with the Contract Documents.

Subcontractor	Signature	Date
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We have reviewed this submittal and find it is coordinated with the other parts of the Project.

Subcontractor	Signature	Date
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D. ADD paragraph e:

No extension of construction time will be allowed for delay in checking shop drawings, submittals, samples or data because of the Contractor's, Subcontractor's, or Fabricator's failure to check shop drawings before submitting them to the Designer. All shop drawings shall be prepared to show how the material relates specifically to the conditions of the Project. Standard manufacturer's drawings that do not show how and where the material is to be used will not be considered. Shop drawings shall not be reproductions or portions of reproductions of the Contract documents. Coordinated shop drawings at the same scale indicating all mechanical, electrical, and plumbing shall be required between all trades. The Prime Subcontractor in a given area, as determined by the Contractor, shall submit their drawings to the other involved Subcontractors through the Prime Contractor.

E. ADD paragraph f:

The Contractor will furnish and deliver to the Owner 1 copy of each shop drawing, submittal, sample, and data which has been reviewed by the Designer and which has received a "NO EXCEPTIONS TAKEN" or a "TO BE CORRECTED AS NOTED" evaluation. The Contractor or each Prime Contractor shall deliver these to the Owner within 14 calendar days of receiving each reviewed item from the Contractor following review by the Designer, or in the case where 1 copy of a sample was submitted, within 14 calendar days of receiving advice that the sample is "NO EXCEPTIONS TAKEN" or "TO BE CORRECTED AS NOTED." Coordinate delivery with the owner's project manager. The owner shall have the option of accepting submittal copies during construction or at closeout in which case the project expeditor shall neatly store all items by division in "banker type" storage boxes or a separate file cabinet in the contractor's office facility. All stored submittals and samples shall be accessible to owner at any time during normal working hours.

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F. ADD paragraph g:

After the Plumbing, HVAC, and Electrical shop drawing submittals have received a favorable review, the Contractor shall submit to the Designer for the Owner, complete operating and maintenance manuals as called for in Divisions 22, 23, and 26. These manuals shall be submitted not later than 14 calendar days before occupancy.

1. Only Contract Documents, approved Change Orders, approved Contractor submittals to the extent they are in accordance with the Contract Documents, Designer bulletin drawings, and references specifically incorporated into Contract Documents constitute authoritative description of the Work. No other documents, including Contractor generated drawings, shall be considered authoritative.

1.6

1.7 ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

A. ADD

Also see - GENERAL REQUIREMENTS.

B. ADD to paragraph d:

These substitutions shall be made only by the Contractor and not by subcontractors or material suppliers. Necessary or required substitutions can be made after contract award per usual procedure, but only under unusual or extenuating circumstances.

1.8 ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

A. ADD paragraph f:

The Contractor shall perform the Work in accordance with The University of North Carolina at Charlotte regulations and the Preconstruction Conference Checklist (if such checklist is furnished).

1.9 ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

A. ADD:

Also see - GENERAL REQUIREMENTS.

1.10 ARTICLE 13 - INSPECTION OF THE WORK

A. ADD to paragraph c:

The Contractor shall also serve the same notice to the Owner for all such inspections or testing.

1.11 ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

A. ADD to paragraph a:

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The Contractor and each of his Prime Subcontractors shall keep a Superintendent on the Project during the progress of the Work, for purposes of coordination with other Prime Subcontractors, and if required by the Owner, regardless of whether said Contractor or Prime Subcontractor has work currently in progress. Contractors are allowed to work any day of the year, except at times when the Owner may have special events which would be disrupted by Contractor's activities.

B. ADD to paragraph f:

"Unless designated otherwise, The General Contractor shall be the 'Project Expeditor'."

The Project Expeditor shall prepare daily and have available for inspection by the Designer, State, and Owner daily project reports. Project daily reports shall be prepared for every day of the project beginning with the date of the notice to proceed and terminating with project completion. Daily reports must also be completed for all weekends and holidays. The daily reports are to include the following items (at a minimum): Superintendents name and signature; day and date; morning and afternoon temperature; weather (clear, cloudy, rain and duration of rain); site conditions; other applicable weather conditions; crew sizes for all contractors and subcontractors on site; and major work accomplished for that day.

C. ADD to paragraph g:

Provide CPM CONSTRUCTION SCHEDULE as stated below:

1. The Construction Schedule shall show the date when the work of each Specification Section is to begin and is to be completed, its total dollar value percent to be completed each month, and total dollar value to be completed each month. The initial schedule and subsequent updates shall be signed by the general contractor.
2. The Construction Schedule shall be a schedule in time scaled logic network in the Critical Path Method and shall depict sequence of operations mutually agreeable to the Owner, designer, and each of the Prime Sub-Contractors.
3. The dates of commencement and completion of each of the various stages of the work (including lead time activities, drawing and sample submissions, bidding, awarding subcontracts, manufacturing and shipping); delivery dates for material and equipment by separate contract in detail satisfactory to the Designer. Such Schedule shall show a complete itemized breakdown of the work, and shall include networks for all phases of the work including networks for all work to be performed by the Contractor or all Prime Sub- Contractors.
4. The schedule and all other constructions schedules shall include 1 and only 1 critical path and this critical path shall be clearly identified. The Construction Schedule shall include the early and late start dates and early and late finish dates of all activities.
5. The Contractor shall also submit a separate progress schedule listing all submittals required under the contract and when it is anticipated that each submittal will be submitted allowing 20 days for the designer's review. The separate progress schedule shall be an excerpt from the above described construction schedule.
6. The schedule shall not indicate any on-site construction activity longer than 21 consecutive calendar days or any other activity longer than 28 consecutive calendar days. Any activity with an anticipated longer duration must therefore be broken into component activities, each of which has duration of no longer than 28 calendar days. The initial schedule and subsequent updates shall be submitted in 24" X 36" color plots using a font size acceptable to the owner. Additionally, one 11" X 17" copy shall be submitted with each color plot.
7. The Construction Schedule shall anticipate all weather delays which may be predicted from analysis of weather reports for the last 5 years and allowances for rock and unsuitable soil removal. The schedule shall also include all major milestones and all anticipated inspection, shutdowns/outages for electrical, water, natural gas, and steam tie-ins if applicable.

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As a separate document, the Contractor shall submit progress report, with each Application for Payment, which shall consist of a checklist showing the date of commencement of each activity on the Construction Schedule then commenced the date of completion of those activities completed, and the approximate percentage of completion of each activity.

The Contractor shall receive the permission of the Owner to make changes to the schedule. Notwithstanding any other provisions here of to the contrary, the time of completion may be extended only by a written change order.

Whenever the Schedule of Work changes, the Construction Schedule, which is a different document from the progress report, shall be revised by the Contractor to include the Schedule revisions of all the Prime Sub-Contractors and other sub-contractors and submitted with the next Application for Payment. This revised schedule shall include all information required of the schedule prior to revisions and shall provide for completion on the Contract Completion Date.

The Contractor shall advise in advance, at least 24 hours on a weekday and at least 48 hours on weekends and legal holidays, of all schedule changes, so that any Owner inspections can be arranged. If no revised Construction Schedule is included with an Application for Payment, this lack of inclusion shall constitute a certification by each and all the Contractors that no changes in the Construction Schedule have occurred.

Ownership of float and purpose of Schedule

1. All schedule float, slacktime, or contingency within the schedule jointly belongs to the Owner and Contractor. The Owner shall be entitled to require early completion and clean-up of certain portions of the Work. (i.e. the difference in time between the projects early completion and the required completion date and total float within the overall schedule, is not the exclusive use of either the owner or the Contractor, but is jointly owned by each and is a resource available to and shared by each of the parties as needed to meet contract milestones and the contract completion dates with the owner receiving initial benefit. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic or using extensive crew/resource sequencing etc. since float time within the schedule is jointly owned, no time extensions will be granted until a delay occurs which extends the work beyond the contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that owner caused delays on the project may be offset by Owner caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests which result in a savings of time to the Contractor. In such an event, the Contractor shall not be entitled to receive a time extension until all owner caused time savings are exceeded and the contract completion date is also exceeded.

The submittal of a fully revised and acceptable construction schedule shall be a condition precedent to the processing of the second monthly payment application. As such, each of the prime Sub-Contractors have a specific obligation to each of the other Prime-Sub Contractors and to the owner to provide all necessary information and to fully cooperate with the Contractor in the development of this and all other construction schedules, including monthly updated construction schedules. All updated construction schedules shall include an updated submittal process schedule excerpted from the construction schedule.

Regardless of which submittal method the Contractor elects to use in formulating the construction schedule, an updated schedule shall be submitted to the owner 5 days prior to submittal of any monthly payment request. The submittal of the updated construction schedule, which satisfies the requirement of this article accurately reflects the status of the work, and incorporates all changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the Owner may direct. Upon approval of a change order or issuance of a directive to

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proceed with a change the approved change order shall be reflected in the next schedule update submitted by the Contractor or other update submittal approved by the Owner.

If completion of any part of the work, the delivery of equipment or materials, or submittal of any of the submittals is behind the updated construction schedule and will impact the end date of the work past the contract completion date, the Contractor, shall submit in writing, a plan acceptable to the owner for completing the work on or before the current completion date.

No extensions of time shall be granted unless the delay can be clearly demonstrated by the Contractor, on the basis of the updated construction schedule current as of the month the change is issued on the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. It is recognized that any such delay which is the direct result of, and only the direct result of an owner directed change may entitle the Contractor to added compensation for efforts to maintain the schedule or for costs related to extending the schedule as a result of the owner directed change which cannot be accommodated by owner caused time savings.

As a precedent to the release of retained funds, the Contractor shall, after completion of the work has been achieved, submit a final construction schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all work activities on the construction schedule.

Should the Contractor fail or refuse to complete any portion of the work in accordance with the Construction Schedule, the Owner may perform or cause to be performed the work necessary to cause such completion, and all costs incurred by Owner and Designer shall be deducted from any monies which otherwise may become due the Contractor. Should such costs exceed monies due, the Contractor shall reimburse the Owner within 30 days of the Owner documenting the costs to the Contractor. Schedule shall be prepared by a third party scheduling consultant.

The Contractor shall anticipate that the Owner may require various changes to the work. Only those changes which also change the duration of the critical path shall entitle the Contractor to present a claim for schedule impact, acceleration, or deceleration, only to the extent of the change in the duration of the critical path. Beyond compensation given in resolution of such a claim for acceleration or deceleration.

The purpose of the Construction Schedule, and monthly updates as hereinbefore described, or as may be otherwise submitted and approved, shall be to furnish the Owner and Designer with information to indicate that the Contractor has planned the Project in sufficient detail for the Contractor to insure that its construction can be accomplished in an orderly manner and on the Contract completion date. The dollar value estimates to be included on the schedule are to assist the Owner in cash flow planning so that funds will be readily available to pay the Applications for Payment. Monthly progress reports and updates are to furnish the Owner with current status of any changes required in the original schedule which will assist the Owner in scheduling delivery and installation of any products, furnishings, etc., necessary for the operation of the facility for its intended purpose. The responsibility for construction planning and the effective efficient implementation of such, or the converse, to meet the Contract completion date, or authorized appropriate extensions therefore, are the total responsibility of the Contractor, and such responsibility shall not transfer to the Owner/Designer. Preview of the original Construction Schedule, and subsequent modifications thereto, by the Owner and/or the Designer shall be limited to the general purposes set out above. Such approval shall not operate to imply the agreement of the Owner/Designer to the Contractor's planned procedures, coordination, critical path scheduling, etc., as being appropriate or reasonable.

Contractor shall assign manpower loading for each activity of the schedule by applying the total man-hours required to complete each activity to a resource identified as "man-hours" on each activity."

If the Contractor submits an early completion baseline schedule that shows contract completion

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in less than 85 percent of the working days specified in these special provisions, the baseline schedule shall be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations shall be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for the Contractor and subcontractors. The Contractor shall use average composite crews to display the labor loading of on-site construction activities. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms shall show labor crafts and equipment classes to be utilized on the contract. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable."

D. ADD paragraph m:

Prior to and during the execution of the Work, the Contractor shall immediately report any error, discrepancies, conflicts, and omissions found therein to the Designer in writing and shall have the same explained or corrected by the Designer before proceeding with the Work. Any necessary changes shall be adjusted as required thereafter by Article 19 - Changes in the Work. Any work done by the Contractor or after these Conditions have been discovered, and before the Designer has either explained or made corrections, shall be corrected at the Contractor's expense. The Contractor shall coordinate all work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors, and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Project Manual.

E. ADD paragraph n:

The Contractor shall post a sign indicating firearms are prohibited on the job site.

F. ADD paragraph o:

Prior to issuing the 2nd Application and Certificate for Payment, the contractor shall provide in graphic format the Baseline Anticipated Cost based on both early and late start dates for the duration of the project. On a monthly basis and as part of each subsequent Application and Certificate for Payment, the contractor shall submit the Baseline Anticipated Cost graph to include the actual earned value along with an explanation of any schedule variance.

1.12 ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

A. ADD:

Also see DIVISION 1 - GENERAL REQUIREMENTS

B. ADD paragraph g:

The Contractor shall provide all required Site Utilities Work, including but not limited to: Site Storm Sewer, Site Sanitary Sewer, Water and Steam Lines, Natural Gas, and Electrical. Final connection from building to site utilities shall be by the Contractor.

1.13 ARTICLE 17 - CONTRACTORS AND SUBCONTRACTOR RELATIONSHIPS

A. ADD:

The Contractor has the responsibility to insure that all product suppliers, and Prime Subcontractors, their agents and employees, adhere to the Contract Documents and that they provide all products on time.

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1.14 ARTICLE 19 - CHANGE IN THE WORK

A. ADD to paragraph c.1:

Unit prices include all time, costs, and overhead of each unit.

B. ADD to paragraph d:

Overhead shall include all Conditions of the Contract and all general requirements such as Project management, scheduling, home office expense, layout, reproduction of Drawings and Specifications, testing and inspection, shop drawings and sample coordination, shop drawing preparation, proposal request estimating, supervision (including general and nonworking foremen) small tools and expendable items, taxes, temporary facilities and services, including access and safety provisions, "as-built" drawings, estimating general and administrative overhead, and profit. Pricing of proposal requests need to be accomplished within 20 calendar days minimum following receipt by the contractor. Upon request, the contractor shall provide the designer with documentation to substantiate labor rates.

In the event of additions and deletions of items of direct labor and/or material, the item quantities shall be algebraically summed prior to the incorporation of applicable prices, Unit Prices, and/or the overhead and profit percentage applicable.

1.15 ARTICLE 21 - MINOR CHANGES IN THE WORK.

A. Revise the first sentence by adding after "The Designer..."

"with consultation with the Owner."

1.16 ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSIONS OF TIME

A. Substitute the following as paragraph b:

The CM shall commence work to be performed under this Agreement on the issued Notice to Proceed, and shall fully complete all work hereunder by (ADD DATE). After the execution of the contract, if the contract completion date is later, a no cost change order will be executed immediately to reduce the number of days in the contract so that the contract completion date is (ADD DATE).

All Contractors are responsible for "on-time" performance and shall be responsible for identifying and appropriately coordinating long lead materials and equipment to maintain the project schedule.

For each day in excess of the contract duration, the CM shall pay to the Owner, the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day until (ADD DATE) and the sum of One Hundred Dollars (\$100.00) per calendar day per bed after (ADD DATE) the work is delayed beyond the completion date or authorized extension thereof, as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said CM to complete the work within the time specified, such time being of the essence of this contract and a material consideration thereof.

B. ADD to paragraph c:

After the contract completion date, the Designer shall deduct from all contractor pay applications, the liquidated damages in the amount of the daily liquidated damage rate times the number of calendar days after the contract completion date minus any previously assessed liquidated damages.

C. Add to paragraph d:

The "5-year average of precipitation" shall be determined only by applying daily amounts greater than one-tenth (0.10) of an inch. Only amounts exceeding 0.10 inch shall be applied in determining the actual number of "rain days" for a given month.

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The Contractor shall maintain, on site, a hard bound log book to record daily precipitation data from the UNC Charlotte Weather Center alongside daily NOAA readings from the Fire Station #27 – Ken Hoffman Drive, Charlotte. The Log shall also record any corresponding impacts to activities on the critical path. The Log shall be maintained on a daily basis and made available for inspection by the Designer or Owner at any time. If for some reason the UNC Charlotte Weather Center is out of service, Fire Station #27 data shall be applied for that time period, but only if the UNC Charlotte Weather data is not available.

Saturdays, Sundays, and holidays are available to recover lost time due to weather. Time extensions for weather related delays which affect the critical path and exceed the NOAA 5-year average for a particular month, will only be granted provided the contractor makes an effort to make-up work on weekends or holidays following the rain event. Exceptions to this requirement may be granted in cases where rain occurs on a make-up day.

The effect of "rain days" may impact Critical Path work activities for a period more than the average rain days for any period, such as dewatering, cleanup, etc. which would follow a rain event. The Contractor shall include in the Project Schedule, sufficient days to accommodate weather related delays which will result from the 5-year average precipitation for each month. It is the responsibility of the Contractor to maintain such a log and to obtain the verification and initials of the Designer's representative on a monthly routine basis. The Contractor shall transmit logs and 5 year weather data averages to the Designer monthly. The Designer shall make weather delay determinations by comparing verified Contractor's logs with the 5 year averages over the duration of the Project. All approved weather delays shall be reported to the Contractor or Project Expediter and to the Owner and shall be accumulated and granted in 1 or more Change Orders. Contract time shall not be shortened by weather conditions which are more advantageous than had been predicted.

D. ADD paragraph h:

Time:

1. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order from the designer and shall fully complete all work within *(designer to insert appropriate project construction time)* consecutive calendar days from, and including said date. For each day in excess of the above number of days, the Contractor shall pay to the Owner the sum of *(designer to insert liquidated damages [words and numbers] as established by the University)* as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
2. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate or progress as will insure full completion thereof within the time specified.

1.17 ARTICLE 24 - PARTIAL UTILIZATION: BENEFICIAL OCCUPANCY.

A. ADD paragraph e:

Unless training requirements are included in the specifications, prior to issuance of Date of Acceptance, the Contractor shall have his/her authorized representatives visit the Project and give full instructions to the Owner's designated operating and maintenance, care, and adjustment of all equipment and special construction elements."

1.18 ARTICLE 31 - REQUEST FOR PAYMENT

A. ADD:

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After the award of the Contract, the contractor shall promptly submit to the Designer for review and Owner approval a complete schedule of values of the various parts of the work listed in the numerical order of the specifications. The schedule shall be dated and signed by the Contractor and shall include a description of the work, quantities, labor, materials, and total Contract amount for each item. Upon Owner approval of this schedule of values, the schedule shall be used as the basis for determining monthly payments and, therefore, is needed in advance of the Contractor submitting the first application and certification for payment. Plumbing, Electrical, and HVAC Prime Sub-Contracts shall be broken down in accordance with the Table of Contents for each such work. Values shall generally be of the same order of magnitude and generally shall be between \$10,000.00 and \$100,000.00. Should the schedule of values include any value for mobilization, the schedule of values shall include an equal value for demobilization.

The Request for Payment shall be on forms described by North Carolina State Construction Manual Section 323 and similar to AIA Document G703, latest edition. The Request for Payment shall list materials and labor separately for each Section of the Project Manual. When Request for Payment includes (1) materials stored other than on the Owner's property, or, (2) if allowed by the Owner, other than within the boundaries of the State of North Carolina, request for Payment will not be considered and another Request for Payment shall be made. Contractor or each Prime Contractor shall also attach to the application all receipts and vouchers required to verify the requested payments for stored materials. No payment made to the Contractor by the Owner shall constitute acceptance of any work or materials not in accordance with the true intent of the Contract.

The Contractor shall additionally include on each monthly Application for Payment the following statement: "We certify that the Surety for this Project has been duly notified of the amount of this request." Unless exception to pay is made by the Surety to the Designer within 4 calendar days following the date of request, it will be assumed that the Surety concurs in the payment of this application.

American Institute of Architects Document G703, if used, may generally be obtained at office supply firms or directly from the American Institute of Architects, 1735 New York Avenue, Washington, D. C. 20036.

1.19 ARTICLE 32 – CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- A. ADD to paragraph f:
- B. THE FINAL PAYMENT of retained amount due to the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Designer, Guarantees as set forth in the General and Supplementary General Conditions including other Guarantees required by specific Sections of the Project Manual. In addition to the above, all other submissions required by other Articles and Sections of the Project Manual must be in the hands of the Designer before approval of final payment.

1.20 ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

- A. ADD to opening paragraph:

The Designer shall be named as additional insured party on all insurance policies supplied by the Contractor. Final payment will not be made until these "As-Built Drawings" are turned over to the Designer of record and reviewed and deemed complete in writing by the Designer.

1.21 ARTICLE 38 - USE OF PREMISES.

- A. Add paragraph e:

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Should the Owner allow material storage outside the construction limits, the following conditions shall apply:

1. Staging of the Contractors: Site office trailer, equipment, materials, etc. shall be inside the construction fence or where there is no fence, inside the construction limits. No open trailers or flat beds are permitted, unless otherwise authorized. All material shall be stored in an enclosed and securable vehicle. Put name of project, company name, and company phone number on all storage vehicles stored off construction site.
2. As space is available, the Owner may allow parking of construction workers' vehicles on its property at no cost to the contractor. Vehicles found parked outside the designated area will be towed away at the contractor's expense.
3. Contractor personnel must wear ID badges at all times when they are working at UNC Charlotte. The ID badge can either be the Contractor's ID badge or clothing indicating which contractor or subcontractor they are directly employed by.

1.22 ARTICLE 39 - CUTTING, PATCHING, AND DIGGING

A. ADD:

Also see DIVISION 1 - GENERAL REQUIREMENTS

1.23 ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

A. ADD to paragraph j:

The University will provide the Contractor with access to electrical power for operating small tools, for construction lighting, for elevator testing, and for field office operations. The University will not charge the Contractor for power so consumed. The Contractor will bear all costs related to connecting to, transforming, and distributing power from the connection point. The Contractor will bear all costs related to connecting to, transforming, distributing and maintaining temporary power from the connection point.

The Contractor shall allocate power equitably. Welding equipment and other high power users must have self-contained power sources. Power outages shall be coordinated by the Contractor with the University 30 days in advance.

At the start of construction, the contractor shall enter into a Service Agreement with Piedmont Natural Gas and pay all gas utility costs until owner occupancy at which time said Service Agreement will be transferred to the owner.

:

B. ADD to item I:

A shop drawing of the project identification sign must be approved by the University prior to fabrication. No directional signs will be permitted without the University's permission. Contractors are not permitted to install any sign, anywhere on the site, off the site on University property, or on any equipment on the site, without explicit written approval of the Owner. See enclosed University project sign detail.

Location of any sign shall be approved by the Owner. Should any sign be moved from its initial location, the new location shall be approved by the Owner. All signs shall be maintained by the project expeditor in first class condition throughout the Contract by repainting, repairing, and re-erecting as necessary and as required. Sign shall be fabricated as indicated on the Drawings.

1.24 ARTICLE 41 - CLEANING UP

A. ADD:

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Also see DIVISION 1 - GENERAL REQUIREMENTS

1.25 ARTICLE 42 - GUARANTEE

A. ADD paragraph e:

ALL GUARANTEES SHALL INCLUDE LABOR AND PRODUCTS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR, AS THE CASE MAY BE, AND COUNTERSIGNED BY THE CONTRACTOR. ALL GUARANTEES SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, ALL LEGISLATED GUARANTEES. ALL GUARANTEES SHALL BE ADDRESSED TO THE OWNER AND DELIVERED TO THE DESIGNER UPON COMPLETION OF THE PROJECT AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

B. ADD to paragraph f:

In the event that the Owner considers it impractical, because of unsuitable test conditions, or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by the Designer for the Owner's final acceptance when that portion of the system is complete and ready for operation. The decision to accept only portions of the Project rests entirely with the Owner and may only be executed by the Owner.

C. ADD to paragraph g:

The Contractor shall also guarantee for a period of 24 months, unless a longer guarantee time is specifically called for in the Specification Sections, that the work covered by this Contract will be watertight and leak-proof at every point and in every area affected by this Contract, except where leaks can be attributed to damage by forces beyond his control. He shall, immediately upon notification by the Owner of water penetration, determine the source of water penetration and, at his own expense, do any work necessary to make the work covered by this Contract watertight. He shall also, at his own expense, repair or replace any other damaged material, finishes, equipment, and furnishings, damaged as a result of this water penetration to return the building to its original accepted condition.

D. ADD paragraph h:

The Contractor signing a Contract with the Owner, shall obtain and forward to the Owner any and all guarantees issued by the manufacturers specifically for certain products and systems covered under his Contract. In the event the manufacturer does not have a suitable "preprinted" warranty form" to fully cover the guarantee requirements as set forth in the Specification Section, he shall produce a warranty form patterned after those contained hereinafter which shall fully document the guarantee as set forth in the Specification Section.

E. ADD paragraph i:

In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees referred to in any portion of the Contract Documents, the more stringent requirements governing.

F. ADD paragraph j:

If for any reason the Contractor cannot guarantee any part of his work using materials or construction methods which have been specified or indicated he shall notify the Designer in typewritten form before Contracts are signed, giving reasons together with the names of products and data or substitution he can guarantee. Should the Contractor fail to so notify the Designer prior to the Signing of Contract, he will be held to have agreed to guarantee all work specified or indicated.

1.26 ARTICLE 45 - TAXES.

A. ADD to paragraph e:

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Contractors shall submit monthly with their request for payment, a signed statement containing the amount of sales and use tax paid by the Contractor for that particular billing period."

1.27 ARTICLE 48 – ASBESTOS CONTAINING MATERIALS (ACM).

A. ADD the following:

No asbestos containing material may be installed in this facility, including but not limited to, sprayed-on insulation, pipe insulation, floor tile, mastic adhesive, patch materials, wiring insulation, or acoustical treatment.

END OF SECTION 01 – 02 SUPPLAMENTAL GENERAL CONDITIONS