

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract NSPE-ASCE-ACEC Document EJCDC C-700, 2007 Edition and other provisions of the Contract Documents as indicated below. All provisions not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the same meanings indicated in the Standard General Conditions of the Construction Contract. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC 1.02.D, At the end of subsection 1 and 2, strike the word “or” and insert “and/or”.

SC 1.01.A.3 THE DEFINITION IS REWRITTEN TO READ AS FOLLOWS:

The Application for Payment form to be used on this Project is EJCDC No. C-620. Contractor may use their standard computerized forms for providing detail payment breakdown as an attachment to summary sheet. Owner must approve all Applications for Payment before payment is made.

SC 1.01.A.9 INSERT AT THE END OF THE PARAGRAPH TO READ AS FOLLOWS:

The Change Order form to be used on this Project is EJCDC No. C-941. Owner approval is required before Change Orders are effective.

SC 1.01.A.52 ADD NEW DEFINITIONS AFTER DEFINITION 1.01.A.52. OF THE GENERAL CONDITIONS TO READ AS FOLLOWS:

- A.53. The term “minority business” means a business:
- a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

- A.54. The term "minority person" means a person who is a citizen or lawful permanent resident of the United States and who is:
- a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
  - e. Female.

- A.55. The term "socially and economically disadvantaged individual" means the same as defined in 15 U.S.C. 637; "Socially disadvantaged individuals are those who have been

subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities." "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged."

A 56. Notice of Violation – A written notification from a governmental agency that the Owner has violated a law or regulation that the agency has jurisdiction over. Notice will take the form used by the agency and may outline action to be taken by the Owner to correct the violation and may include a monetary fine.

A 57. Regular Working Hours - Regular working hours for the project are defined as 7:00 am to 5:00 pm, Eastern Standard Time.

### Article 3 – DOCUMENTS; INTENT, AMENDING, REUSE

SC3.05 Retitle section heading to read “Reuse of Documents; Retention of Documents.” Add Paragraph D. to read as follows:

- D. The Contractor shall provide to the Engineer and the Engineer shall collect together during the installation of the Work and then provide to the Owner after Final Completion, a copy of the Contract Documents (including all Change Orders and Work Change Directives), along with any and all Field Orders, Shop Drawings, and written documentation accompanying any Samples (regardless of whether or not the same are approved by the Engineer). This provision shall supersede any conflicting provision as to retention of documents contained anywhere within the Contract Documents.

### ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC4.01 Rewrite Paragraph 4.01B to read as follows:

B. It is specifically understood and agreed that no mechanic, Contractor, Subcontractor, material or equipment supplier, supplier of labor services, or any other person or other legal entity of any kind or description shall ever in any manner have, claim, or acquire any lien upon the Site or any part thereof, the buildings, equipment, furnishings, or any of the improvements of whatsoever nature or kind erected, provided, built, or situated as part of the Project, such property belonging to a political subdivision of the State of North Carolina, and/or private individual property owners not party to this Agreement. This subsection shall not be interpreted as relieving the Contractor or any Subcontractors from any obligations imposed by the Contract Documents, including without limitation those obligations relating to obtaining lien waivers.

SC4.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

### ARTICLE 5 – BONDS AND INSURANCE

SC 5.02 Add a sentence in Paragraph 5.02.A. to read as follows:

Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision, provided that Contractor certifies that such information is proprietary or trade secret pursuant to laws applicable to public records.

## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC6.02 B. Add the following new Subparagraphs immediately after Paragraph 6.02.B:

1. Regular working hours will be Monday -Friday 7 am-5 pm.
2. Owner's legal holidays are New Years Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, Christmas Eve, Christmas Day.
3. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative (if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular workday. If Contractor 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 14.

SC6.02 C. Add the following new Subparagraph immediately after Paragraph 6.02.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as \$221.00 per hour for Engineer and \$165.00 per hour for Resident Project Representative, if any.

SC 6.09 Add new paragraphs D. thru F. immediately after Paragraph 6.09.C:

- B. Without limitation and in addition to the foregoing, Contractor shall be responsible for conforming to the requirements of the approved sedimentation control plan, the rules and regulations of the Erosion Control Laws of the State of North Carolina, specifically the Sedimentation Pollution Control Act of 1973(G.S. 113A) as amended, and the local jurisdiction where the project is located as it relates to land disturbing activities undertaken by Contractor. Contractor shall be responsible to Owner for any fines imposed on Owner as a result of Contractor's failure to comply with the above as it is further described in the Erosion Control Section of the Specifications. Contractor shall comply with the requirements of N.C. Gen. Stat. Chapter 64, Article 2 (the "e-Verify Requirements"). Contractor certifies that it is not listed by the North Carolina State Treasurer pursuant to either N.C. Gen. Stat. Chapter 147, article 6E (Iran Divestment Act) or Article 6G (Divestment from Companies Boycotting Israel). In the event that the Contractor utilizes one or more subcontractors, the Contractor agrees to require any such subcontractor to comply with the e-Verify Requirements and the foreign investment laws referenced in this paragraph.
- C. Contractor shall be responsible for conforming to the requirements (including associated construction costs) of all local, state, and federal permits associated with the project.
- D. Should the Contractor cause the Owner to receive a Notice of Violation from a governmental agency, Contractor shall pay costs associated with Notice of Violation within ten (10) days of receipt of written notification. Costs shall include, but not be limited to:
  1. Fines imposed on the Owner by the agency.

2. Required legal newspaper publications concerning violation.
3. Required mailings to customers concerning notification of violation.
4. Administrative, engineering, and construction costs associated with resolving the Notice of Violation.

## ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.02 Add a new Paragraph C. to read as follows:

- C. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work, except as may be required by Engineer's agreement to provide services within the standard of care to Owner; in no event, however, shall Engineer's visits or rendering of services to Owner be interpreted to provide assurance or direction of any kind to Contractor, nor to provide Contractor any basis for relief, claim, offset or defense from the Contractor's obligations under the Contract Documents.

## ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC 13.08 Add a new Subparagraph F to read as follows.

- F. At the conclusion of the correction period, Contractor shall undertake to execute such documents and/or to take such other action as may be required to assign to the Owner any warranties applicable to materials and/or equipment incorporated into the Work, provided such warranties extend past the expiration of the Contractor's correction period. Prior to expiration of the Contractor's correction period, Contractor shall diligently pursue applicable warranty claims in its own name; provided, however, that the Owner may join an action to enforce such warranty claims, at the sole expense of the Contractor.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC 14.02.A.5.g. is rewritten to read as follows:

- g. Owner is exempt from payment of sales and use taxes of the State of North Carolina and of cities and counties thereof on all materials to be incorporated into the Work. Contractor shall provide complete, notarized sales tax reports with each application for payment.
  - i. Contractor and his Subcontractors shall maintain accurate records of payment of N.C. State Sales Tax on materials, supplies, fixtures, and equipment, which become a part of the Work.
  - ii. Contractor shall submit with the Application for Payment a certified statement showing sales tax paid by Contractor and Subcontractors.
  - iii. Certified statement shall list suppliers' invoices showing invoice number, amount paid, tax paid, date and county paid.
  - iv. Sales tax records and certified statements shall be in such form and substance to meet the requirements of the N.C. State Department of Revenue in the matter of the Owner obtaining a refund from the State of North Carolina of sales taxes paid by Contractor and his Subcontractors.

ARTICLE 16 – DISPUTE RESOLUTION

SC 16.01 Add the following sentence immediately following the first full sentence:

Venue for any court proceeding shall be in Superior Court in the county in which the Project is located.