

WESTERN CAROLINA UNIVERSITY

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following amendments are made to:
Section III
General Conditions of the Contract
Standard Form for Construction Manager-At-Risk Projects

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. ~~In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.~~ *In the event of conflicts or inconsistency in the Contract Documents the CM shall provide the greater quantity, the more stringent requirement, and/or the higher quality of work, which will produce the most expensive result, in accordance with the Owner's or Architect's interpretation and at no increase in cost. The Architect, after consulting with the Owner, shall determine the appropriate work to be performed in such a case and the contract sum and/or time may be reduced accordingly.*

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The Designer shall furnish free of charge to the contractors *PDF* copies of plans and specifications *for reproduction and distribution purposes*. ~~as follows: The CM shall receive up to thirty (30) sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the CM shall clearly and legibly record all work in place that is at variance with the contract documents. Additional *Drawings* sets shall be furnished at cost, including mailing, to the CM at the request of the CM.~~

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- b. The CM will be responsible for logging, *reviewing, and initial approval of the design documents for compliance and accuracy of* all shop drawings/submittals prior to submission to the Project Designer and Owner. The CM is to insure that shop drawings/submittal packages are submitted in an appropriate manner and, if not, return them to the Principal Trade or Specialty Contractor for proper submission.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- c. *The CM shall submit a copy of the daily reports filed by its field supervision listing but not limited to personnel on site (including all subcontractors); weather conditions; major scopes of work under construction; material deliveries; safety incidents; and inspections.*

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- h. The CM shall provide the Owner a complete list of addresses and emergency telephone numbers for the CM, his key personnel, and all subcontractors. This list shall be provided to the Owner prior to beginning the Work and shall be updated regularly with the updated provided to the Owner.*
- i. The CM acknowledges and agrees that, to the best of its knowledge, neither CM nor its employees, representatives or sub-contractors has at any time (1) been charged with personal or professional misconduct; (2) been convicted of any crime; (3) been disabled for a period in excess of six (6) months to the extent that she/he was unable to perform his/her duties while employed by CM. CM shall notify Owner immediately should any of the above conditions come into being.*
- j. The CM and subcontractors at its cost, agrees to perform criminal background checks, using services through companies such as 123nc.com, and screen all of its employees, Consultants, and representatives prior to assigning them to perform any Service at Western Carolina University. Such background checks will be made available to Western Carolina University upon request.*
- k. The CM and subcontractors shall verify the work authorization of all employees that work on Western Carolina University property through E-Verify. Such authorization will be made available to Western Carolina University upon request.*

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- d. A minimum of (72) hours prior to any interruption in any utility or other services, the CM shall request and obtain permission from the Owner for such interruption. Failure of the CM obtain Owner permission shall not be grounds for an extension of time.*
- e. Prior to performing any “hot work” or any work above ceiling, the CM shall obtain a permit for such from the Owner’s Facilities Department.*
- f. The CM shall comply with Owner’s Interim Life Safety Plan requirements.*

ARTICLE 31 - REQUEST FOR PAYMENT

- g. Except with the Owner’s prior approval, the CM shall not make advance payments to suppliers for materials or equipment, which has not been delivered and stored at the site. In requesting payment for materials stored on or off the Project site, the CM shall submit prior to its Application for Payment, and approval by Owner the following:*
 - 1. An itemized list of the stored material prepared in sufficient detail to identify the materials and their value,*
 - 2. Evidence such as bills of sale or such other proof as may be requested by the Owner or Architect to substantiate that the materials listed have been paid for by the CM,*
 - 3. Evidence that the storage location is bonded, not owned by the CM or subcontractor, and is located in the State of North Carolina if for materials stored off site,*
 - 4. Evidence that the materials are insured while in storage and while in transit to the site,*
 - 5. Evidence that transportation to the Project site will be provided.*