

SECTION 010001

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Work Results:
- B. Principal Products:

1.2 REQUIREMENTS

- A. The following items are intended to modify the Second Edition January 2013 of Form OC-15CM “STANDARD FORM FOR CONSTRUCTION MANAGER-AT-RISK PROJECTS”.
- B. Where items of this section conflict with or are at variance with those of the General Conditions, they shall take precedence over the General Conditions and modify such requirements to the extent of such conflict or variation.

1.3 SUMMARY

- A. These Supplementary General Conditions amend and supplement the Second Edition January 2013, of Form OC-15CM “STANDARD FORM FOR CONSTRUCTION MANAGER-AT-RISK PROJECTS” and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary General Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.4 MODIFICATIONS TO GENERAL CONDITIONS

- A. Modifications to Article 1 - Definitions:
 - 1. Modify Paragraph b as follows: The Owner referred to is North Carolina Department of Agriculture and Consumer Services.
 - 2. Modify Paragraph c as follows: The Designer referred to is HH Architecture located in Raleigh, North Carolina. Where the terms Engineer, Architect, or Architect-Engineer are used in the technical specifications, they shall mean Designer.
- B. Modifications to Article 34 - Minimum Insurance Requirements:
 - 1. Revise the second sentence of Paragraph c to read as follows: “This insurance shall include the interests of the Owner, the CM, and subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief and shall insure against risk of direct physical loss - (all perils)”.

- C. Modifications to Article 40 - Utilities, Structures, Signs:
 - 1. Paragraph a is clarified as follows: The CM shall pay all utilities up to the day following completion and acceptance of the CM's work. In the case of Beneficial Occupancy, the cost of utilities after the date of Beneficial Occupancy will be based on a mutually agreed upon percentage of the cost of utilities provided to the owner accepted areas.
 - 2. Add the following Paragraph l: The Contractor is responsible for all utility, structure, and sign requirements and costs as specified in section 015000 - Temporary Facilities and Controls.

- D. Modifications to Article 23 - Time of Completion, Delays, Extension of Time:
 - 1. Add the following sub-paragraph to paragraph b.:
 - a. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order form from the designer and shall fully complete all work within 418 consecutive calendar days from the building notice to proceed date. For each day in excess of the above number of days, the contractor(s) shall pay the Owner liquidated damages in the amount of twenty-five hundred dollars (\$2,500.00) per consecutive calendar day.

- E. Modifications to Article 42 - Guarantee.
 - 1. Add the following new paragraph e.:
 - 2. Where specifications reference commencement of guarantees and warranties at the "Substantial Completion" date, this shall begin instead at the "Final Acceptance" date in accordance with Article 25 of the General Conditions. In the event of partial utilization of the project by the Owner for Beneficial Occupancy, the commencement of guarantees and warranties for equipment under Article 24, paragraph b. 1 of the General Conditions shall begin at the date of acceptance for Beneficial Occupancy.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION