

SECTION SC

SUPPLEMENTAL CONDITIONS

GENERAL CONDITIONS

Document GC, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

ARTICLE 1 - CONTRACT DOCUMENTS

1.1:

- 1.1.4.1 The requirement to provide one set of drawings and specifications for free as noted in Section 1.1.4. is revised as follows:

Cary High School Stadium Lighting Upgrades & Track Resurface

ARTICLE 7 – TIME

7.2:

- 7.2.1: The Contractor acknowledges that the coronavirus (COVID-19) pandemic has impacted businesses across the country.
- 7.2.2: Electrical contractor shall complete pole and underground conduit installation before track demolition can take place. Electrical contractor shall complete pole demolition before new track is installed. Electrical contractor shall be responsible for installation of all owner furnished equipment within 1-7 days of receiving it.
- 7.2.2.A Old, Existing lights cannot be demolished until all equipment has arrived on site and is ready for installation. Electrical contractor shall have everything prepped for equipment to make sure installation takes as little time as possible.
- 7.2.3 General Contractor shall not complete any work on the track until new poles are installed. No new work shall begin until old poles have been demolished.

ARTICLE 8 – PAYMENTS AND COMPLETION

8.9:

8.9.1 Substantial Completion Liquidated Damages shall be the sum of Seven Hundred Fifty dollars (\$750) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.1 of the General Conditions.

8.9.2 Final Completion Liquidated Damages shall be the sum of Two Hundred Fifty dollars (\$250) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.2 of the General Conditions.

8.11:

8.11.1 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under Paragraph 7.2 DELAYS AND EXTENSIONS OF TIME.

Notice of Intent to Award: **February 23, 2024**

Once WCPSS has issued the contract, the Contractor has 14 calendar days to return the signed contract with supporting documents to WCPSS.

Notice to Proceed:	April 9, 2024
Substantial Completion:	August 2, 2024
Final Completion	August 18, 2024
Eleven month warranty inspection:	July 19, 2025

8.11.2 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The contractor shall not be entitled to additional compensation if the owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

ARTICLE 10 – CHANGES IN WORK

10.9.14:

10.9.14 Additional services and dispute resolution services by the Design Consultant shall be paid by the Contractor at the rate of One hundred dollars (\$100) per hour.

END OF SUPPLEMENTAL CONDITIONS