

**SUPPLEMENT A
TO THE
GENERAL CONDITIONS OF THE CONTRACT**

1. Funding on this Project is from local source(s) and contains no Federal, PSCA or other governing conditions. Documents for this Project will not be provided to or reviewed by the State of Alabama Building Commission. Therefore, all references to "the Director" or "State of Alabama Building Commission" shall be modified to read "The Owner" or "The University of Alabama in Huntsville".

2. ARTICLE 11 - "AS-BUILT" DOCUMENTS, Paragraph A is modified as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of "As-Built" documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of "As-Built" documents shall consist of a copy of the Drawings, Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents. **In addition, a CD in PDF format (drawings are preferred in AutoCad format, latest version) shall be submitted with the following items included:**

- a. "As-Built" drawings, modified as noted.
- b. "As-Built" Specifications (Project Manual), modified as noted.
- c. Copies of all CPO's for Project.
- d. Copies of all Warranties and Guarantees for Project.
- e. Copies of all executed Change Orders, Addendums, Supplemental Instructions, RFI's, Color Schedule, and other similar documents.
- f. Copies of all items noted as "Close-out" within Project Manual.

3. ARTICLE 16 – INSPECTION OF THE WORK, Paragraph A, (4) is modified as follows:

- (4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor, **or as a result of extra cost of inspection resulting from Contractor's lack of quality assurance issues, or extra cost of inspection resulting from Architect / Engineer / Consultants to Architect or Engineer for follow up to generated punchlist, to ensure punchlist items have been completed, beyond the normal course of one Substantial Completion and one Final Inspection. Extra costs will be based upon hourly rates, determined from normal billing rates of A/E and/or A/E Consultants and Owner.**

4. ARTICLE 23 – DELAYS, Paragraph B, (3) is modified as follows:

- (3) within a reasonable time after giving notice of the delay, **and not exceeding 30 calendar days from end of calendar month event occurred**, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA), **National Weather Service** or similar record-keeping entities **for Project location. The following schedule of monthly anticipated adverse weather delays will constitute the base line for monthly weather time evaluations. The Contractor's Progress Schedule must reflect these anticipated adverse weather delays in all weather dependent activities:**

January – 11 days

February – 8 days

March – 6 days

April – 4 days

May – 4 days

June – 5 days

July – 6 days

August – 4 days

September – 4 days

October – 3 days

November – 4 days

December – 8 days

For a claim to be made due to excess adverse weather, OVERALL project work must be impacted preventing work for more than 50% or more of the Contractor's scheduled workday. For instance, if building is substantially dried in and claim is made for adverse weather, with only work being performed within the interior area of the building at the time of claim, no allowance for time would be applicable or allowed.

5. ARTICLE 24 – RESOLUTION OF CLAIMS AND DISPUTES, Paragraph E, is modified as follows:

If the Contract is funded in whole with funds provided by a ~~city or county board of education or other local government authority~~ **local source or Federal funding**, and the Contract Documents ~~do not stipulate a binding alternative dispute resolution method~~, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner ~~may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor (or its Surety) and the Owner, final Resolution of Claims and Disputes may~~ **shall be by submission to binding arbitration before a neutral arbitrator or panel of three (3) individuals to be identified by the Owner, who are either staff, Administrators, or faculty of The University of Alabama in Huntsville, and shall be named by the current President of The University of Alabama in Huntsville.** ~~or by submission to the Director in accordance with preceding Paragraph D.~~

6. ARTICLE 29 – PROGRESS PAYMENTS, Paragraph D, is modified as follows:

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions **(Contractor should note – When Contractor has an executed Agency Agreement and is acting as a Purchasing Agent of the Owner, materials and equipment which is to be incorporated into the**

Work and paid by Owner directly, eliminates any stored material as a part of Progress Payments):

7. ARTICLE 37 – CONTRACTOR’S AND SUBCONTRACTORS’ INSURANCE, Paragraph B, (4), (b) is modified as follows:

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- .1 \$5,000,000 per Occurrence **(may be reduced to \$2,000,000 per Occurrence when value of construction contract is less than \$2,000,000).**
- .2 \$5,000,000 Aggregate **(may be reduced to \$2,000,000 Aggregate when value of construction contract is less than \$2,000,000).**

8. ARTICLE 51 – PROJECT SIGN, is modified as follows:

(Not required for locally-funded ~~SDE~~ projects)

If the Contract Sum (as awarded) is ~~\$100,000 or more~~ **\$750,000 or more with local funding**, the Contractor shall furnish and erect a project sign as shown in “Detail of Project Sign” (ABC Form C-15) ~~bound in the Project Manual~~ **which can be obtained from website:**

<http://www.bc.alabama.gov/contContractDoc.htm> **or may be bound within Project Manual.**

The project sign shall be erected in a prominent location selected by the ~~Architect and~~ Owner and shall be maintained in good condition until completion of Work. If the Contract involves Work on multiple sites, only one sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner.