1. ARTICLE 1 – DEFINITIONS
   1. Paragraph a: Add the following to the end of the paragraph: "The Geotechnical Technical Report does not constitute part of the Contract Documents, but is included for reference."
   2. Paragraph c: Add “the Designers are Clark Nexsen, Walker Parking, and McKim & Creed”.
   3. Paragraph h: Add “the project name is UNCW Parking Deck II and Surface Parking”
   4. Paragraph i.1: Revise Design Services Article reference of “Article 15 to Article 55” per SCO
   5. Paragraph m: Add “The Liquidated Damages are $1,000 per day”
   6. Add the following new paragraph. “

“u. Project Identification: All correspondence, reports, schedules, applications for payment, fax items, etc. shall contain proper title of project, code, item and SCO ID numbers, typical.”

* 1. Add the following new paragraph:

“v. Latest edition” shall mean the current printed version of the referenced document issued up to 30 calendar days prior to date of receipt of bids, unless specified otherwise.”

* 1. Add the following new paragraph:

“w. ‘Drawings’ or ‘plans’ shall mean the drawings enumerated in the contract documents, as well as all the information in the detail manual (when applicable), addenda, and designer-prepared field drawings and clarification drawings.”

* 1. Add the following new paragraph:

“x. ‘Specifications’ mean this project manual and addenda thereto.”

1. ARTICLE 2 – INTENT AND EXECUTION OF DOCUMENTS
   1. Paragraph a: Add the following new sub-paragraphs:
      1. The drawings and specifications represent the general dimensional and aesthetic requirements for various "in place" materials required to produce a Precast Parking Deck acceptable to the owner for his intended use
      2. It is the intent of the drawings and specifications to provide a Precast Parking Deck and associated appurtenances that are structurally sound and conforming to at least the minimum requirements of the North Carolina State Building Code.
      3. The Design Builder shall make all reasonable efforts to achieve this intent. If any detail shown on these drawings appears inconsistent with this intent, in the opinion of the Contractor, he shall notify the Designer in writing of his opinion, and await instructions from the Designer before proceeding with the work.
      4. Where more detailed information is needed, or when an interpretation of the contract documents is required, the Contractor shall refer the matter in writing to the Designer prior to proceeding with the work. The Designer shall furnish the Contractor an interpretation in writing.
      5. If the Design Builder discovers errors, inconsistencies, discrepancies or omissions in the contract documents, the Contractor shall inform the Designer of such condition prior to proceeding with the work.
2. ARTICLE 5 – SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA
   1. Add the following new paragraph:

“d. This schedule must account for any resubmittals required to obtain approval from the Project Designer and Owner.”

* 1. Add the following new paragraph:

“e. No time extension will be granted for delays caused due to failure of the Contractor to properly review shop drawings prior to submittal to the Project Designer. All shop drawings shall indicate how materials relate to conditions of the project. Standard manufacturer's drawings that do not show how and where material is to be used will not be reviewed by the Project Designer. Shop drawings shall not be reproductions of contract documents. Coordination drawings are required in accordance with Article 14.”

1. ARTICLE 8 – MATERIALS, EQUIPMENT, EMPLOYEES
   1. Add the following new paragraph:

“h. All construction personnel shall be respectful to all University of North Carolina Wilmington staff and students. Any disrespect, harassment, unwelcome comments or advances from any construction personnel toward any staff member or student shall constitute sufficient grounds for University of North Carolina Wilmington to request removal of any specific individuals from this project. Such action taken by the Owner shall not constitute grounds for a delay claim. The Owner will not be responsible for any delays caused to the project due to any individual being removed from the project. Project superintendents shall be held accountable for any incident of this nature.”

1. ARTICLE 10 – PERMITS, INSPECTIONS, FEES, REGULATIONS
   1. Add the following new paragraph:

“e. Notify UNCW EH&S a minimum of one day in advance prior to performing work requiring a Hot Work Permit.”

1. ARTICLE 11 – PROTECTION OF WORK, PROPERTY AND THE PUBLIC
   1. Add the following new paragraph:

“j. In case emergency contact is required, the Design-Builder shall furnish the Owner with names, pager numbers, and telephone numbers (day and night) of the project manager and superintendent. The numbers shall remain current for the duration of the project, and shall be updated as required.”

* 1. Add the following new paragraph:

“k. The Owner will provide security as it deems prudent and necessary for its own protection. The Design-Builder shall be responsible for security and safety of the project within the project limits, including on-site materials. The Design-Builder and the Owner shall meet on a regular basis as required but not less than weekly to coordinate safety and security issues.”

* 1. Add the following new paragraph:

“l. The Owner will conduct normal operations during the duration of the project. Unless otherwise stated, the campus buildings will be occupied and will operate on a normal schedule. This means that the Design-Builder will be required to schedule work around regular operations, special events, visitors and staff requirements. The Design-Builder shall coordinate with the Owner's representative to minimize any disruptions to the functions of the College.”

1. ARTICLE 12 – SEDIMENTATION POLLUTION CONTROL ACT OF 1973
   1. Add the following new paragraph:

“e. The Design-Builder shall comply with the following requirements: Equipment utilized during the construction activity on a site must be operated and maintained in a manner as to prevent the potential or actual pollution of the surface or ground waters. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged on the ground or into surface waters. Spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, and in accordance with applicable state and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface or ground, storm sewers, or drains on private or public property.

Herbicide, pesticide, and fertilizer usage during the construction activity shall be restricted to those Materials approved by EPA and shall be used in accordance with label instructions. All wastes composed of construction materials shall be disposed of in accordance with NC General Statutes, Chapter 130A, Article 9- Solid Waste Management, and rules governing the disposal of solid waste (NC Administrative Code Section l5A NCAC 13B).”

* 1. Add the following new paragraph:

“f. Minimum Monitoring and Reporting Requirements:

* + 1. All sedimentation and erosion control of facilities shall be inspected by the Design-Builder at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.
    2. Storm water runoff discharges shall be inspected by visual observation for color, foam, outfall, staining, visible sheens, dry weather flows and muddy water (at the frequency described above) to evaluate the effectiveness of the pollution control facilities or practices. If any visible off-site sedimentation is leaving the site, corrective action shall be taken to reduce the discharge of sediments.
    3. The Contractor shall submit to the Owner a written report of weekly inspections. Visible sedimentation found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. This record shall be made available to Department of Environmental Management or authorized agent upon request.”
  1. Add the following new paragraph: “g. Maintenance and Inspections:
     1. The Design-Builder shall keep all erosion controls devices and materials in good repair. The Owner reserves the right, within 24 hours prior notice to the Contractor to repair any erosion control measures or materials as required, and deduct the cost of those repairs from the Contractor’s application for payment.
     2. The owner's representative may periodically evaluate the project for compliance with these requirements.”

1. ARTICLE 14 – CONSTRUCTION SUPERVISION AND SCHEDULE
   1. Delete paragraph e, and replace with the following:

“e. The Design-Builder shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work. The engineer or land surveyor shall establish a benchmark nearby in a location where same will not be disturbed and where direct instrument sights may be taken. In such case, the engineer or land surveyor shall coordinate the project benchmark with known campus benchmarks.”

1. ARTICLE 16 – PRINCIPAL TRADE AND SPECIALTY CONTRACTS AND CONTRACTORS
   1. Paragraph a: Per SCO since Design Build Bridging Contracting is not used, sentences 2 through 5 may be deleted
2. ARTICLE 34 – MINIMUM INSURANCE REQUIREMENTS
   1. Paragraph b: Revise minimum limits and coverage as follows: Bodily Injury $1,000,000 per occurrence

Property Damage $1,000,000 per occurrence/$1,000,000 aggregate, and shall

include explosion, utilities, and collapse (XUC) coverage.

$1,000,000 Combined Single Limit to satisfy both Bodily Injury and Property Damage.

1. ARTICLE 38 – USE OF PREMISES
   1. Add the following new paragraph:

“e. Storage of construction materials shall be limited to the staging area.”

* 1. Add the following new paragraph:

“f. Where equipment must cross walks, landscaping areas, or ramps, the Design-Builder shall provide ¾” plywood sheets for protection of these areas. Cross walks, landscaping areas, or ramps damaged by construction activity shall be repaired or replaced.”

* 1. Add the following new paragraph:

“g. The construction site and staging areas as well as Owner’s adjacent campus areas shall be kept free of trash, litter, and debris at all times.”

* 1. Add the following new paragraph:

“h. Add the following new paragraph: “Grass in the construction site shall be mowed as often as required to maintain a neat appearance. Tree protection shall extend at least to the drip line of the trees to be protected. Minimum tree protection shall include four foot landscaping fencing supported with steel stakes four foot on center. All areas under the drip line of trees are off limits to vehicular traffic unless protected by plywood.”

* 1. Add the following new paragraph:

“i. Landscape protection when required, shall be installed prior to the initial grading stage. No storage of any kind, access, or activity of any kind will be permitted inside the landscaping protection areas.”

* 1. Add the following new paragraph:

“j. A screened construction fence shall be installed. The fence shall be construction of heavy-duty chain link material, have a minimum height of six feet and it shall have a continuous top tubular rail. Swing gates shall be included at all and every access to the enclosed area.”

1. ARTICLE 40 – UTILITIES, STRUCTURES, SIGNS
   1. Delete paragraph a, and replace with the following:

“a. The Design-Builder shall provide necessary and adequate facilities for water, electricity, gas, oil sewer, and other utility services which may be necessary and required for completion of the project. The University owns the water, sewer, gas, telephone and portions of the electrical utilities on campus. The Design-Builder shall arrange for and provide all appurtenances necessary for the provision of temporary services, including connections to existing utilities. Temporary telephone service shall be obtained and paid for by the Design-Builder through the University's telecommunications department. Connections for all other utilities shall be performed under the supervision of Physical Plant personnel. In all cases, the contractor shall give a minimum of 72 hours notice for the connection of all utilities.

The Design-Builder shall provide temporary electric, gas and water meters on University- owned utility services to the building. The University will read the meters on a monthly basis, and will pay for the cost of consumption for these utilities. The University reserves the right to back charge the contractor if the University finds negligence in the use of utilities.

Charges for telephone and data utilities will be charged to the contractor directly by UNCW Telecommunications Department on a monthly basis. Design-Builder is advised to confirm current telephone and data rates with UNCW Telecommunications Department (910) 962-4019.”

* 1. Delete paragraph j, and replace with the following:

“j. General Design-Builder shall provide his own office facility including telephone and facsimile machines required at location on site approved by the Owner. The Office shall be weather-tight with lighting, electrical outlets, heating, cooling equipment and equipped with sturdy furniture, drawing rack and drawing display table. The office shall also include a desk and telephone/data outlet. Design-Builder General Contractor's office shall be large enough for his own use and for use as a coordination office to include meeting space with table and chairs for 16 people. Portable toilets must be provided on site. The Owner's toilet facilities shall not be used at any time during the project.

* 1. Add the following new paragraph:

“m. It is imperative that Owner’s utilities and other services be maintained at all times except for scheduled interruptions. Any necessary utility interruptions shall be approved by the Owner's Representative at least three weeks in advance. If necessary, work shall be performed at night, over the weekend, or during holidays. No extra payment will be made for such work. When utility services cannot be interrupted for the length of time required, the Design-Builder shall make provisions for temporary services. Pedestrian traffic around the construction limits must be maintained in a clean and safe condition at all times.

1. ARTICLE 42 – GUARANTEE
   1. Add the following new paragraph:

“e. All warranty periods to be begin at ‘Final Acceptance’ date rather than at the ‘Substantial Completion’ date.”

1. ARTICLE 45 – TAXES
   1. Add the following new paragraph:

“f. Contractors shall submit monthly with their request for payment, a signed statement containing the amount of sales and use tax paid by the Contractor for that particular billing period on the documents included in the project specifications.

1. ARTICLE 48 – ASBESTOS-CONTAINING MATERIALS (ACM)
   1. Add the following:

“No asbestos containing material may be used in this facility, including but not limited to, sprayed-on insulation, pipe insulation, floor tile, mastic adhesive, patch materials, wiring insulation, or acoustical treatment.”