



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

APPENDIX

SUPPLEMENTARY GENERAL CONDITIONS

Supplementary General Conditions

The following special requirements of the contract augment the University of North Carolina System Office, June 2021 Sixth Edition "Instructions to Bidders and General Conditions of the Contract". Where any article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1 – DEFINITIONS

Paragraph b., add the following:

“The owner is the State of North Carolina, acting through The University of North Carolina at Charlotte.”

Paragraph c., add the following:

“The designer is: **XXXXXX Architecture**, Charlotte, NC.”

Paragraph h., add the following:

“The project is the **XXXXXXXXXXXXXXXXXXXXXX**.”

Add the following new paragraphs:

“cc. “Provide” shall mean furnish and install complete, in place, and ready for use.

dd. “Indicated” and “Shown” shall mean as detailed, scheduled, or called for in the Contract Documents.

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

ff. “Quality” shall mean the meticulous attention to the detail of installation and workmanship necessary to the assemblage of products in the highest grade of excellence by skilled craftsman of the trade.

gg. “Drawings” or “Plans” shall mean the drawings enumerated on the Title Sheet of the Contract Drawings.

hh. “Specifications” shall mean this Project Manual and Addenda.”

ARTICLE 2 – INTENT AND EXECUTION OF DOCUMENTS

Paragraph a., add the following:

“Prints do not reproduce to accurate scale. Dimensions are not to be taken from prints by scaling only, but all measurements thus taken are to be figured and checked with dimensions shown or field measurements.

All work shall be in accordance with the Contract Documents. No change therefrom shall be made without a review by the Designer. Where more detailed information is needed, or when an interpretation of the Contract Documents is needed, the Contractor, before proceeding with the work, shall refer the matter to the Designer, who will furnish information or interpretation in the form of a Field Order or other written forms or drawings. If any errors, inconsistencies, or omissions in the Contract Documents are recognized by the Contractor or any member of his organization, the Contractor shall notify the Designer in writing of such error, inconsistency, or omission before proceeding with the work.

Should the specifications and drawings fail to particularly describe the material or kind of goods to be used in any place, then it shall be the duty of the Contractor to make inquiry of the Designer for what is best suited. The material that would normally be used in this place to produce first-quality finished work shall be considered a part of the Contract.

Site Visitation

The Contractor shall examine the site before bidding the project and shall familiarize himself or herself with all existing conditions. Failure of the Contractor to visit the site before submission of a bid shall not relieve him or her of any special problems which might have been avoided had the Contractor examined the existing site conditions.

Contract Drawings

The Contract drawings contain information to a degree of detail which is considered to be both consistent with their scales and adequate to accomplish their purpose. Beyond this point they are diagrammatic. The Contractor shall provide all miscellaneous materials required to completely install the work in accordance with the intent of the drawings and the specified functions. Any omissions from either the drawing or the specifications are unintentional and it shall be the responsibility of the Contractor to call to the attention of the Designer any pertinent omissions prior to submission of a bid.”

ARTICLE 3 – CLARIFICATIONS AND DETAIL DRAWINGS

Paragraph a., add the following:

- “1. If, in the opinion of the Contractor, work is indicated or is specified in such a manner as will make it impossible to produce a first-class piece of work, or should discrepancies appear within the Contract Documents, he shall refer same to the Designer for interpretation before proceeding with the work. If the Contractor fails to make such reference, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner. Where only part of the work is indicated, similar parts shall be considered repetition. Where any detail is shown and the components therefore are fully described, similar details shall be construed to require equal materials and construction.”

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

Delete Paragraph A and replace with the following:

The Designer shall furnish at no cost to the General Contractor (GC) or Construction Manager (CM) an electronic copy in PDF format of the bid documents.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

Add Paragraph E:

The GC/CM shall submit with initial approval of the design documents for compliance and accuracy, electronic copies in PDF format of all shop drawings and submittals. Physical samples shall be submitted for color and workmanship (mock-up) approval.

All Shop Drawings, Samples and Submittals for approval shall be completed within ninety (30) days after award of the sub-contract agreement between the GC/CM and the specialty subcontractor.

Add Paragraph F:

The GC/CM shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions or modifications including those requested by the Designer on

previous submittals. In the absence of such written notice, the Designer's approval of a resubmission shall not apply to such revisions.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

Modify Paragraph B as follows:

The contractor shall maintain at the job office, a day-to-day record of work-in-place that varies from the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the Designer and Owner upon request, and at project completion and no later than 30 days after final acceptance of the project.

Add Paragraph D:

The GC/CM shall submit a copy of the daily field reports 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; progress photographs, and inspections.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

Modify Paragraph A as follows:

The contractor GC/CM shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, temporary heat and humidity control required for concurrent building occupancy (when applicable), sensitive construction material storage, concrete curing, drywall joint compound curing, painting, etc., sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

Add Paragraph G:

The GC/CM shall provide the Owner a complete list of addresses and emergency telephone numbers for the GC/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.

Add Paragraph H:

The GC/CM acknowledges and agrees that, to the best of its knowledge, neither GC/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 (other than traffic fines); (3) been required to register as a sex offender under Title I of the Sex Offender Registration and Notification Act of 2006 (SORNA). GC/CM shall notify Owner immediately should any of the above conditions come into being.

Add Paragraph I:

Should an accident or disruption occur on the project work site, the GC/CM shall notify the University Safety Officer within 24 hours of occurrence.

Add Paragraph J:

The GC/CM and each of its subcontractors shall be responsible for security to his/their equipment and the site-stored materials under his/their jurisdiction whether paid for by the Owner or not, until acceptance of the Project.

Add Paragraph K:

Workmanship

All work shall be executed in a neat and workmanlike manner by skilled mechanics and shall have a neat appearance when complete. All contract and sub-contract work shall be done by personnel normally employed for such work.

Condition of Contiguous Work

If any part of the Contractor's work is dependent for its proper execution, or for its subsequent efficiency or appearance, on the character or condition of contiguous work not executed by him or her, then the Contractor shall examine and measure such contiguous work and report to the Designer in writing any imperfection therein, or any condition which renders it unsuitable for the reception of his or her work. In case the Contractor proceeds without making such written report, he or she shall be held to have accepted such work and the existing conditions. Consequently, the Contractor shall be responsible for any defects in his or her work thereon. The Contractor will not be relieved of the obligation of any guarantee because of any such imperfection or condition.

Equipment Manufacturers

In certain instances the name of a particular manufacturer may be mentioned in connection with materials to be furnished and installed on this project. In every case this shall be construed to be for descriptive rather than restrictive purposes, unless otherwise noted. The Contractor shall submit to the Designer, within twenty (20) days following the award of the contract, a complete list of materials and manufacturers proposed for the project.”

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

Add Paragraph E:

A minimum of 7 days for any interruption of utility or services, the GC/CM shall request and obtain permission from the Owner for such interruption. Failure of the GC/CM to obtain Owner permission shall not be grounds for an extension of time.

Add Paragraph F:

Prior to performing any “hot work” or any work above ceiling in existing buildings, the GC/CM shall obtain a permit for such from the Owner’s Facilities Management Department.

Add Paragraph G:

The GC/CM shall comply with Owner’s Interim Life Safety Plan requirements to maintain egress from all occupied buildings.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

ADD the following as the third paragraph of Article 14, Section ‘g’, under the heading ‘CPM Schedule’:

CPM schedule shall indicate early start; early finish; late start; late finish; and float for each listed task.

Critical Path shall be defined as zero float.

Promptly following Contract Award, the Contractor shall hold a meeting for the purpose of establishing and preparing Contractor’s construction schedule for the Work. Each major subcontractor shall be represented. The Contractor’s construction schedule shall be in a detailed format satisfactory to the Owner and the Architect. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and re-submitted for

acceptance. The Contractor' construction schedule shall be sufficiently detailed to permit proper and complete coordination of all trades in each portion of the Work. Therefore, the Contractor's construction schedule shall specifically indicate the following dates:

- Dates scheduled for completion of installation of major items of equipment.
- The anticipated date of Substantial Completion.
- The date of Final Completion of the Project, as established by the Contract.

The accepted Contractor's construction schedule, bearing the approval signature of the Contractor and major subcontractors, shall be distributed to all interested parties in quantities as required. No application for payment will be approved until the Contractor's construction schedule has been received and accepted by Owner.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

ADD the following paragraph at the end of Section 'b', Article 23:

The Contractor shall commence work to be performed under this Contract on a Notice to Proceed (NTP) date to be specified in written order from the Designer and Owner. The Notice to Proceed date will be set as early as possible based on execution of the construction contract. The Notice to Proceed date is expected, but not guaranteed, to occur on or before XXXXXX 2023. No extensions of time will be granted if the Contractor in whole or in part delays the Notice to Proceed date by failure to provide forms and/or insurance certificates required to execute the Form of Construction Contract. The Contractor shall fully complete all work hereunder within 110 (One-hundred and Ten) consecutive calendar days from the Notice to Proceed for the contracted work. No change in contract time will be allotted for the addition of Bid Alternate work, except where such Alternate specifically modifies the duration of the project. If the Contractor should fail to complete the Work within the time specified (including approved Change Orders) and this failure directly prevents the Owner from utilizing and/or occupying the building, or results in other direct costs to the Owner, Liquidated damages in the amount of \$XXXXXX (XXXXXX Dollars) per day will be assessed for each day the schedule of the Work exceeds the contractual duration set forth in the contract or therefore extended by approved change order. Other reduction/restrictions to work hours, site use, and other construction general conditions may occur if the contract time extends beyond the contract time specified (including approved Change Orders). Refer to the plans and specifications for additional information.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

ADD the following to the end of first paragraph, Article 34:

GC/CM shall provide and maintain, or cause to be provided or maintained in the case of sub-consultants to GC/CM, the following insurance at GC/CM's sole expense:

DELETE Article 34, Section 'a', and substitute the following in lieu thereof:

Workers' Compensation insurance (the "WC Insurance") insuring the GC/CM and GC/CM's employees in such amounts as otherwise required by applicable law. Employer's liability insurance (the "EL Insurance") for claims and all perils for errors, omissions, and damages of any kind or character which may arise out of or result from GC/CM's performance under this Agreement. The EL Insurance shall be written with limits of coverage of no less than \$100,000 per occurrence.

ADD the following paragraphs to Article 34:

g. Automobile Liability insurance (the “Auto Insurance”) for claims and all perils for errors, omissions, and damages of any kind or character which may arise out of or result from GC/CM’s performance under this Agreement. The Auto Insurance shall cover owned, non-owned, and hired vehicles. The Auto Insurance shall be written in the amount of no less than \$1,000,000 Combined Single Limit (property and bodily injury) per occurrence.

h. All insurance required shall be written by a company or companies with a current and ongoing A.M. Best rating of “A” or better lawfully authorized to do business in North Carolina. Insurance shall be written on a first dollar basis without application of a deductible or self-insured retention.

i. If insurance is written on a claims-made basis, GC/CM shall purchase and maintain an unlimited term extended reporting period endorsement (“Tail Insurance”) on the same terms and conditions as otherwise required herein upon cancellation or non-renewal of the respective insurance for any reason. All insurance and Tail Insurance required shall be primary and noncontributory to any other insurance coverage available.

ARTICLE 41 - CLEANING UP

ADD the following paragraph to Article 41:

d. GC/CM shall comply with Owner’s requirements for Interim Life Safety Plan requirements.



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE