



**November 14, 2024**

**For: UNC Charlotte – Greek Village HVAC and Kitchen Renovations  
SCO ID# 23-26269-02A**

RECEIPT OF THIS ADDENDUM MUST BE NOTED ON THE BID FORM

**ADDENDUM #1**

TO ALL BIDDERS:

This addendum supplements and amends the original plans and specifications and shall be taken into account in the preparation of proposals and shall become part of the contract documents.

A pre-bid meeting was held at the UNC Charlotte for the Greek Village HVAC and Kitchen Renovations on Tuesday November 5, 2024, at 10am.

**Attachments:**

- Sign in attendance sheet from the pre bid 11/5/2024
- Pre bid agenda
- Revised Notice to Bidders
- Revised Form of Proposal
- Revised 002213 Supplementary Instructions to Bidders
- Revised 16 01 1000 Summary

**Question:**

The drawings are requesting Pre-Tab. In the summer of 2024 MBS Pre-Tab these buildings. Should we leave the Pre-Tab out of our proposal?

**Answer:**

The pre-tab has been performed by the university and will be made available to the selected contractor.

END OF ADDENDUM #1

UNC Charlotte  
 Greek Village HVAC & Kitchen Renovation  
 Parking & Transportation Services Building/ 9643 Poplar Lane  
 FOPS Room 123A  
 Charlotte, NC 28262  
 SCO ID # 23-26269-02A  
 Pre Bid Meeting  
 Tuesday November 5, 2024 - 10 am

DEVITA Project #23532

	Name	Company Name /Address	Phone	Email
1	MANISH VENUGOPAL	Randolph & son Builders 1010 Unlp Rd, Pineville NC 28134	704 508 7116	mnhish@randolphbuilders.com
2	Bill Finley	UNCC		
3	Charles Mauldin	UNCC		Cmauldib@uncc.edu
4	Michael Rogers	Devita	900-312-5305	mrogers@DevitaInc.com
5				
6				
7				

# Meeting Agenda

**Date:** 11-05-2024  
**Sheet** 1 of 2

---

**Topic:** Prebid Meeting - UNC Charlotte Greek Village HVAC and Kitchen Renovations SCO ID # 23-26269-02A  
**Meeting Date** 11-05-2024  
**Time:** 10:00 AM  
**Location:** UNC Charlotte  
**Attendance:** UNCC

- Bill Finley – [wfinley@charlotte.edu](mailto:wfinley@charlotte.edu)
  
- DeVita
  - Michael Rogers – [mrogers@devitainc.com](mailto:mrogers@devitainc.com)

---

## Agenda:

### 1. Project Information

- a. Project Location: UNC Charlotte, 1836 Darryl McCall Circle, Charlotte, NC 28223
- b. Owner: UNC Charlotte, 9201 University City Blvd., Charlotte, NC 28223
  - i. Owner's Representative: Mr. William Finley, Project Manager, 704.687.0531 [wfinley@charlotte.edu](mailto:wfinley@charlotte.edu)
- c. Designers:
  - i. Engineers Representative: Mr. Michael Rogers, Project Manager, 980-335-0396 [mrogers@devitainc.com](mailto:mrogers@devitainc.com)
  
  - ii. Architect's Representative: Mr. Chris Coleman, Project Manager, 980.270.9100 [ccoleman@beckermorgan.com](mailto:ccoleman@beckermorgan.com)
- d. Single Prime Contract

### 2. General Project Scope

- a. Replace the existing heat pump system with new heat pumps and new balancing dampers for improved airflow control.
- b. There are 12 housing units with the same floor plan (2 mirrored orientations) with 28 bedrooms and one housing unit that has 14 bedrooms.
- c. All buildings are three story wood frame construction.
- d. All buildings have a kitchen and dining area, a chapter meeting space, and an office space on the ground floor. The 28 bed buildings also have 4 bedrooms on the ground floor.
- e. The twelve 28 bed buildings all have 12 bedrooms on each of the 2<sup>nd</sup> and 3<sup>rd</sup> floors. The 14-bed building has 7 bedrooms on each of the 2<sup>nd</sup> and 3<sup>rd</sup> floors.
- f. The ground floor common areas are served by two vertical air handlers that are recessed in the walls near the kitchen.
- g. Upgrade electrical to support the new HVAC systems.
- h. Architectural cutting and patching as required for the installation of the new HVAC systems and electrical modifications.

# Meeting Agenda



## 3. Alternates

- a. Alternate M-1 - Replace Existing System Serving Elevator and Electrical Rooms
- b. Alternate M-2 - Add Split Systems for Stairs
- c. Alternate M-3 – Not Used
- d. Alternate M-4 - Integrate the Greek Village to the Campus BMS
- e. Alternate G-1 – All work to be completed in Summer 2025 (as opposed to Summer 2025 and Summer 2026)

## 4. Questions

- a. We cannot provide responses to specific questions at this time by state bidding procedure.
- b. Any questions will be gathered and responded to in an addendum to the project documents.

## 5. Project Schedule

- a. Base Bid
  - i. Consecutive Calendar Days will be counted from the NTP (anticipated end of January 2025)
  - ii. On site access –
    1. **PHASE 1** Buildings 1, 2, 3, 4, 5 and 6 starting on May 9, 2025, through August 1, 2025,
    2. **PHASE 2** Buildings 7, 8, 9, 10, 11, 12, and 13 starting on May 8 2026, through July 31, 2026,
    3. Contractor shall complete all work on **PHASE 1** Buildings 1, 2, 3, 4, 5 and 6 on or prior to August 21, 2025, and shall complete all work on **PHASE 2** Buildings 7, 8, 9, 10, 11, 12, and 13 on or prior to August 20, 2026.
- b. Alternate G-1
  - i. Consecutive Calendar Days will be counted from the NTP (anticipated end of January 2025)
  - ii. On site access –
    1. Starting on May 9, 2025, through August 1, 2025.
    2. Contractor shall complete all work on or prior to August 21, 2025

## 6. Bidding Forms

- a. Sealed bid will be accepted at 9151 Cameron Boulevard, FMPPS Room 206 Charlotte, NC 28223 up until 2:00P on November 21st, 2024.
- b. Provide the appropriate HUB forms as part of the bid package.
- c. Provide bid bond as part of the bid package.

# NOTICE TO BIDDERS

Sealed proposals will be received from contractors only by

UNC Charlotte Facilities Management  
Attn: La'Keya Hewlin, University of North Carolina Charlotte  
Facilities Management & Police Building  
9151 Cameron Boulevard, Building #55 on the Campus Map, FMPPS Room 206  
Charlotte, NC 28223  
(704-687-0615)

up to 2:00 PM on November 21, 2024, and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of:

UNC Charlotte - Greek Village HVAC and Kitchen Renovations  
SCO ID #23-26269-02A

The scope of this project will include replacing the existing heat pump system with new heat pumps and new balancing dampers for improved airflow control for the 13 housing buildings that comprise the Greek Village. There are 12 housing units that are the same floor plan with 28 bedrooms and one housing unit that has 14 bedrooms.

Bids will be received for Single Prime contract. The proposal shall be lump sum.

## Pre-Bid Meeting

An open pre-bid meeting will be held for all interested bidders on November 5, at 10:00 AM at Parking and Transportation Services Building, 9643 Poplar Lane, Charlotte, NC 28262, FOPS Room 123A. The meeting will address project specific questions, issues, bidding procedures and bid forms. The Owner and Engineer can accompany contractors who wish to visit the buildings after the pre bid meeting.

Complete plans, specifications and contract documents will be available electronically by contacting the offices of DeVita and Associates, Inc., 205 Regency Executive Park Drive, Suite 315, Charlotte, NC 28217. Bid documents may be obtained by those qualified as prime bidders in PDF format for free by emailing [dchez@devitainc.com](mailto:dchez@devitainc.com)

Bidding documents, plans and specifications are published to the electronic plan room for the network of registered member contractors of The Blue Book and Dodge Network. This includes Construct Connect (previously ISQFT) which will also connect to AGC online. In addition, they will be uploaded to NC EVP and NC HUB.

### **MINORITY BUSINESS SUBCONTRACT GOALS:**

The minimum goals for participation by minority firms as subcontractors on this project have been set at 10%.

**The bidder must identify on its bid (by using the "Identification of Minority Business Participation" form provided in the bid document), the minority businesses that will be utilized on the project with corresponding total dollar value of the bid. In addition, the bidder must submit with his/her bid an affidavit (Affidavit A) listing good faith efforts.**

**Failure to submit these documents is grounds for rejection of the bid. Bid amounts from rejected bids shall not be read aloud at public bid openings.**

**The lowest responsible, responsive bidder must also provide:**

**Affidavit B**, if the bidder does not customarily subcontract work on this type of project and has all material and supplies required for the project. Bidders may be asked to provide additional documentation in support of the claim of self-performance and regarding the Good Faith Effort to utilize minority suppliers where possible.

**OR**

**Affidavit C**, if the portion of work to be performed by minority firms is equal to or greater than 10% of the bidder's total contract price. Affidavit C includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, and lists the participating minority firms with the dollar value of their contracts.

**OR**

**Affidavit D**, if the portion of work to be performed by minority firms is less than 10% of the bidder's total contract price. Affidavit D includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, lists the participating minority firms with the dollar value of their contracts, and must include adequate **documentation of Good Faith Effort**.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

All contractors are hereby notified that they must have a proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification as set forth the license classification required by the NC General Contractors Licensing Board under G.S. 87-1)

NOTE--SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure, or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. **EXCEPT**: On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1-Rules .0210.

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Designer:

DeVita & Associates, Inc.  
(Name)

205 Regency Executive Park Drive, Ste 315  
Charlotte, NC 28217  
(Address)

980.312.5305  
(Phone)

Owner:

UNC Charlotte  
(Agency/Institution)

9151 Cameron Boulevard  
Charlotte, NC 28223  
(Address)

704.687.0531  
(Phone)

# FORM OF PROPOSAL

Greek Village

HVAC and Kitchen Renovations

UNC Charlotte

SCO ID# 23-26269-02A

Contract: \_\_\_\_\_

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the

**State of North Carolina through UNC Charlotte**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction to replace the existing heat pump system with new heat pumps and new balancing dampers for improved airflow control for the 13 housing buildings that comprise the Greek Village. There are 12 housing units that are the same floor plan with 28 bedrooms and one housing unit that has 14 bedrooms”

Work to be complete in full and in complete accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of the State of North Carolina, and The University of North Carolina – Charlotte with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

**SINGLE PRIME CONTRACT:** \_\_\_\_\_

Base Bid:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_

**General Contractor:**

**Plumbing Subcontractor:**

\_\_\_\_\_ Lic # \_\_\_\_\_

\_\_\_\_\_ Lic # \_\_\_\_\_

**Mechanical Subcontractor:**

**Electrical Subcontractor:**

\_\_\_\_\_ Lic # \_\_\_\_\_

\_\_\_\_\_ Lic # \_\_\_\_\_

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.



**ALTERNATES:**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate.)

**GENERAL CONTRACT:**

**Alternate M-1 - Replace Existing System Serving Elevator and Electrical Rooms**

(Add) (Deduct) \_\_\_\_\_ Dollars (\$)

**Alternate M-2 - Add Split Systems for Stairs**

(Add) (Deduct) \_\_\_\_\_ Dollars (\$)

**Alternate M-3 – NOT USED**

(Add) (Deduct) \_\_\_\_\_ Dollars (\$)

**Alternate M-4 - Integrate the Greek Village to the Campus BMS**

(Add) (Deduct) \_\_\_\_\_ Dollars (\$)

**Alternate G-1 – All work to be completed in Summer 2025 (as opposed to Summer 2025 and Summer 2026)**

(Add) (Deduct) \_\_\_\_\_ Dollars (\$)

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in their bid and as clarified in the Supplementary Instructions to Bidders Item 1.7 Article 23a. Applicable liquidated damages amount is also stated in the Supplementary Instructions to Bidders Item 1.8 Article 23b.

**MINORITY BUSINESS SUBCONTRACT GOALS:**

The minimum goals for participation by minority firms as subcontractors on this project have been set at 10%.

**The bidder must identify on its bid (by using the "Identification of Minority Business Participation" form provided in the bid document), the minority businesses that will be utilized on the project with corresponding total dollar value of the bid. In addition, the bidder must submit with his/her bid an affidavit (Affidavit A) listing good faith efforts.**

**Failure to submit these documents is grounds for rejection of the bid. Bid amounts from rejected bids shall not be read aloud at public bid openings.**

**The lowest responsible, responsive bidder must also provide:**

**Affidavit B**, if the bidder does not customarily subcontract work on this type project and has all material and supplies required for the project. Bidders may be asked to provide additional documentation in support of the claim of self-performance and regarding the Good Faith Effort to utilize minority suppliers where possible.

OR

**Affidavit C**, if the portion of work to be performed by minority firms is equal to or greater than 10% of the bidder's total contract price. Affidavit C includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, and lists the participating minority firms with the dollar value of their contracts.

OR

**Affidavit D**, if the portion of work to be performed by minority firms is less than 10% of the bidder's total contract price. Affidavit D includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, lists the participating minority firms with the dollar value of their contracts, and must include adequate **documentation of Good Faith Effort**.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

### **Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:  
  
\_\_\_\_\_  
(Proprietorship or Partnership)

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

License No. \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

Federal I.D. No. \_\_\_\_\_

Email Address: \_\_\_\_\_

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_

## DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

## 1.1 INSTRUCTIONS TO BIDDERS

## A. Instructions to Bidders for Project consist of the following:

1. SCO Form OC-15, "Instructions to Bidders and General Conditions of the Contract," a copy of which is bound in this Project Manual.
2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

## 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

The following supplements modify SCO Form OC-15, "Instructions to Bidders and General Conditions of the Contract." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

## 1.3 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: DeVita & Associates, Inc., Charlotte, NC.”

Paragraph h., add the following:

“The project is the UNC Charlotte – Greek Village HVAC and Kitchen Renovations.”

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.”

#### 1.4 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.”

#### 1.5 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.”

1.6 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.

1.7 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 (90) 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.

1.8 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.

1.9 ARTICLE 8 - Substitutions

Any Request for Substitutions shall be submitted 15 days prior to receipt of bids.

## 1.10 Article 11 - Utility Interruptions

1. Any necessary shutdowns of electrical or other utilities must be approved at least one week in advance with Mr. William Finley Project Manager, UNC Charlotte Planning Design Construction, Phone 704.687.0531 or email [wfinley@charlotte.edu](mailto:wfinley@charlotte.edu).

It is imperative that adjacent utilities and other existing services be maintained at all times except for scheduled interruptions.

2. The University's personnel will perform certain functions in connection with utility outages, such as operating electrical switches, operating water valves, etc. The Owner will bear these expenses; however, when contractor requires extra outages because of shortage of material, improper material, shortage of labor, poor coordination, etc., the contractor shall pay the Owner all expenses incurred in the use of the University personnel for the extra outages. It is imperative that campus utilities and other campus services be maintained at all times except for scheduled interruptions.

## 1.11 ARTICLE 14 – Single Prime

The project is a single prime construction contract, the single prime contractor by default is the project expeditor. See General Conditions Article 1.i.

- 1.12 ARTICLE 18: The designer will attend all monthly construction progress meetings and will record the minutes of each meeting and distribute to all attendees. The Designer and appropriate sub-consultants will also attend all weekly meetings. The General Contractor shall provide the meeting minutes. Designer will check as-built drawings at monthly meetings.

## 1.13 ARTICLE 23.a. - Time of Completion

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 end of January, 2025. 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 number of Consecutive Calendar Days from the NTP defined above is end of January, 2025. PLEASE NOTE the contractor shall only have access to the site for work on Buildings 1, 2, 3, 4, 5 and 6 **PHASE 1** starting on May 9, 2025, through August 1, 2025, and for work on Buildings 7, 8, 9, 10, 11, 12, and 13 **PHASE 2** starting on May 8, 2026, through July 31, 2026. Contractor shall complete all work on Buildings 1, 2, 3, 4, 5 and 6 **PHASE 1** on or prior to August 21, 2025, and shall complete all work on Buildings 7, 8, 9, 10, 11, 12, and 13 **PHASE 2** on or prior to August 20, 2026. Once this is established in the contract it shall be binding and utilized in determining any delays.

For Alternate G-1, the number of Consecutive Calendar Days from the NTP defined above is end of January, 2025. PLEASE NOTE the contractor shall only have access to the site for work on Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 starting on May 9, 2025, through August 1, 2025, and shall complete all work on or prior to August 20, 2025. Once this is established in the contract it shall be binding and utilized in determining any delays.

1.14 ARTICLE 23.b – Liquidated Damages

For each day beyond Construction Completion Date the contractor shall pay the owner the sum of \$1,000 per day. This applies to both the BASE BID and Alternate G-1.

1.15 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.

1.16 ARTICLE 38 – Use of Premises

1. Storage/Laydown/Staging Area: A 6-foot-tall steel chain-link fence with privacy screen shall be constructed around the laydown/staging area. Contractors must confine their storage to



within the limits of the staging area fence. Parking for storage trailers is also limited to within this laydown/staging area. Security of stored items is the responsibility of the contractor.

2. Construction Parking: Parking is extremely limited at UNC Charlotte. All contractors are hereby notified that non-permitted parking will be restricted to the area within the project fence. The University Parking Services Dept. will ticket any vehicles parked outside of the construction fence without a parking permit. Parking permits can be purchased by the contractor.

#### 1.17 ARTICLE 40 - Temporary Utilities

1. The Owner will pay for all temporary utilities during the construction of the project. The contractor shall pay for any required connections. The contractor shall connect to existing University power and water service on site as required. If the contractor connects to City owned utilities, it will be the contractor's responsibility to pay for those utilities and obtain and coordinate all that is required.
2. Removal of Temporary Utilities and Facilities: General Contractor shall remove all temporary utilities and facilities at the end of the construction period, earlier with the Designer's approval.

END OF DOCUMENT 002213

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Contractor's use of site and premises.
5. Work restrictions.

B. Related Requirements:

#### 1.2 PROJECT INFORMATION

A. Project Identification: UNC Charlotte Greek Village HVAC and Kitchen Renovations

1. Project Location: UNC Charlotte, 1836 Darryl McCall Circle, Charlotte, NC 28223

B. Owner: UNC Charlotte, 9201 University City Blvd., Charlotte, NC 28223

1. Owner's Representative: Mr. William Finley, Project Manager, 704.687.0531  
wfinley@charlotte.edu

C. Architect: Becker Morgan Group 615 South College Street, Charlotte, NC 28202

1. Architect's Representative: Mr. Chris Coleman, Project Manager, 980.270.9100  
ccoleman@beckermorgan.com

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:  
The scope of this project will include replacing the existing heat pump system with new heat pumps and new balancing dampers for improved airflow control for the 13 housing buildings that comprise the Greek Village. There are 12 housing units that are the same floor plan with 28 bedrooms and one housing unit that has 14 bedrooms.

Type of Contract:

Bids will be received for Single Prime contract. The proposal shall be lump sum.

#### 1.4 PHASED CONSTRUCTION

- A. The Work shall be conducted in two phases, with each phase substantially complete as indicated.

- a. Commencement of Construction:

Work of this phase shall commence immediately after the Notice to Proceed.

Start Date: Work of this phase shall commence by 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 end of January, 2025. 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 number of Consecutive Calendar Days from the NTP defined above is end of January, 2025. PLEASE NOTE the contractor shall only have access to the site for work on Buildings 1, 2, 3, 4, 5 and 6 **PHASE 1** starting on May 9, 2025, through August 1, 2025, and for work on Buildings 7, 8, 9, 10, 11, 12, and 13 **PHASE 2** starting on May 8, 2026, through July 31, 2026. Contractor shall complete all work on Buildings 1, 2, 3, 4, 5 and 6 **PHASE 1** on or prior to August 21, 2025, and shall complete all work on Buildings 7, 8, 9, 10, 11, 12, and 13 **PHASE 2** on or prior to August 20, 2026. Once this is established in the contract it shall be binding and utilized in determining any delays.

For Alternate G-1, the number of Consecutive Calendar Days from the NTP defined above is end of January, 2025. PLEASE NOTE the contractor shall only have access to the site for work on Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 starting on May 9, 2025, through August 1, 2025, and shall complete all work on or prior to August 21, 2025. Once this is established in the contract it shall be binding and utilized in determining any delays.

- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates, for all phases of the Work.

## 1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period as defined as accessible per the above referenced time table. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of the Project site beyond areas in which the Work is indicated.
- C. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

## 1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
  - 2. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 3. Any necessary shutdowns of electrical or other utilities must be approved at least one week in advance with Mr. William Finley Project Manager, UNC Charlotte Planning Design Construction, Phone 704.687.0531 or email [wfinley@charlotte.edu](mailto:wfinley@charlotte.edu).

It is imperative that adjacent utilities and other existing services be maintained at all times except for scheduled interruptions.

- 4. The University's personnel will perform certain functions in connection with utility outages, such as operating electrical switches, operating water valves, etc. The Owner will bear these expenses; however, when contractor requires extra outages because of shortage of material, improper material, shortage of labor, poor coordination, etc., the contractor shall pay the Owner all expenses incurred in the use of the University personnel for the extra outages. It is imperative that campus utilities and other campus services be maintained at all times except for scheduled interruptions.

- B. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
  
- C. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
  
- D. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000