

Woodleaf Community Park

Woodleaf Community
Rowan County, North Carolina

00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify AIA Document A201-2007, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 2 OWNER

Delete Section 2.2.5 and substitute the following:

§ 2.2.5 The Owner shall furnish the Contractor a complete sets of digital documents of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid via the Office's Digital Site. Access to the Site will be made available to approved General Contractors.

ARTICLE 3 CONTRACTOR

Add the following Section 3.2.5 to Section 3.2:

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

Add Section 3.4.2.1 to Section 3.4.2:

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

- .1** Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2** Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3** Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitutions, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4** Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following to the end of Section 3.4.2:

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

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Add Section 3.6.2 to Section 3.6

§ 3.6.2 The Contractor shall provide certified proof of payment of state and local sales and use taxes in accordance with General Requirements (Division 01 of the Specifications).

Add Sections 3.9.4 and 3.9.5 to Section 3.9

§ 3.9.4 If the superintendent fails to perform satisfactorily the Contractor shall remove the superintendent and propose a replacement superintendent to whom the Owner and Architect have no reasonable objection in accordance with this Section.

§ 3.9.5 If in the opinion of the Owner or Architect, the superintendent fails to perform satisfactorily, the Architect may request the superintendent be removed. The Contractor shall propose a replacement superintendent in accordance with this Section.

Add Section 3.12.11 to Section 3.12:

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

Add Section 3.13.11 to Section 3.13:

§ 3.13.1 Owner will secure separate contractors for various work. The General Contractor shall provide the Owner's separate contractors access to areas where work is located. Sequence and schedule work appropriately.

ARTICLE 4 ARCHITECT

Add Section 4.2.2.1 to Section 4.2.2:

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

ARTICLE 7 CHANGES IN THE WORK

Add Section 7.1.4 to Section 7.1:

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1** For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15% Max) of the cost.
- .2** For the Contractor, for Work performed by the Contractor's Subcontractors, ten percent (10%) of the amount due the Subcontractors.
- .3** For each Subcontractor involved, for Work performed by that Subcontractor's own forces, five percent (5%) of the cost.

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- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- .6 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 (one thousand dollars) be approved without itemization.

Delete Section 7.3.8 and substitute the following:

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall include no less than five percent (5%) profit, but no allowances for overhead, as confirmed by the Architect. When both additions and credits covering the Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

ARTICLE 8 TIME

Add Section 8.2.4 to Section 8.2

§ 8.2.4 The Contractor shall achieve Substantial Completion of the entire Work not later than **120 calendar days** from the date of commencement. Final Acceptance for this project shall be achieved within 30 calendar days from the date of Substantial Completion. All Final Close Out Documents shall be finalized and submitted within 30 calendar days from Final Acceptance.

ARTICLE 9 PAYMENTS AND COMPLETION

Add Section 9.3.1.3 to Section 9.3.1:

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments.

Add Section 9.8.3.1 to Section 9.8.3:

§ 9.8.3.1 The Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents.

Add Section 9.10.1.1 to Section 9.10.1:

§ 9.10.1.1 The Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents.

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Add Section 9.10.2.1. to Section 9.10.2:

§ 9.10.2.1 In addition to the items listed in Section 9.10.2, final payment shall nor any remaining retained percentage shall not become due until the Contractor submits to the Architect 1) warranties and guarantees required by the Contract Documents and 2) project record documents in accordance with General Requirements (Division 01 of the Specifications).

Add Section 9.11 to Article 9:

§ 9.11 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay after the date established for Final Completion in the Contract Documents until the Work is finally complete: **One Thousand Dollars (\$1,000.00).**

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

Add Sections 10.2.4.1 and 10.2.4.2 to Section 10.2.4:

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

ARTICLE 11 INSURANCE AND BONDS

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

Add the following paragraph:

All Policies: Must be written on a primary basis, non-contributory with any other insurance coverage's and/or self-insurance carried by Rowan County.

Delete the semicolon at the end of Section 11.1.1.1 and add:

including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

Delete the semicolon at the end of Section 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section;

Add Sections 11.1.2.1, 11.1.2.2, 11.1.2.3, and 11.1.2.4 to Section 11.1.2:

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§ 11.1.2.1 The Contractor shall maintain Workers Compensation and Employers Liability Insurance affording:

- .1** Protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.
- .2** Employers Liability protection subject to a limit of not less than:

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

§ 11.1.2.2 The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:

(SEE INVITATION TO BID FOR ADDITIONAL INFORMATION)

This coverage must include:

- .1** Blanket contractual coverage to provide coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that such paragraph is insured and it must be signed by the insurance company, not the agent or broker.
- .2** CGL must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.
- .3** If the CGL insurance has a general aggregate limit then ISO endorsement CG2503 (03/97) or its equivalent must be added. The Designated Construction Project(s) General Aggregate Limit must be maintained for the duration of the agreement and the limit must be twice the minimum required occurrence limit.
- .4** Contractor's protective coverage for his subcontractors.
- .5** Coverage for the hazards commonly referred to as the X, C & U exclusions, where excavation, collapse or undermine perils are necessary.
- .6** The CGL, policy shall contain no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the work.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance and shall name Rowan County and its Council, officers, employees, agents, and volunteers as additional Insured's on ISO endorsement CG2010 or a substitute providing equivalent coverage and CG2037.

§ 11.1.2.3 The contractor shall maintain Comprehensive Automobile Liability coverage in the amounts not less than:

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A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance, and name Rowan County as an additional insured.

Delete Section 11.3 Property Insurance and substitute the following:

§ 11.3 Builders Risk or Installation Floater Provided by Contractor – Completed Value Basis

§ 11.3.1 Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builder's Risk Insurance in the amount of the initial Contract Amount plus values of subsequences, modifications, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Gaston County has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk insurance shall include interests of Rowan County, the General Contractor, subcontractors and sub-tier contractors in the project.

§ 11.3.1.1 The Builder's Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, soft costs (1), flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation , backfilling, filling, and grading.

§ 11.3.1.2 Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

§ 11.3.1.3 The Builder's Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. The Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by Gaston County.

§ 11.3.1.4 Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

§ 11.3.1.5 The deductible shall not exceed **\$5,000 for builder's risk or installation floater and up to \$25,000 for flood or earthquake** and shall be the responsibility of the Contractor.

§ 11.3.1.6 Rowan County insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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§ 11.3.1.7 If the Owner is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributed to that failure. Coverage's shall be written for 100% of the completed value (replacement cost basis) of the work being performed. Waiver of Subrogation is to apply against all parties named as insured's but only to the extent the loss is covered. Other coverage's may be required if provided in Contract documents.

§ 11.3.1.8 If Rowan County is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the County, then the Contractor shall all reasonable costs properly attributable thereto. Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement which enables Rowan County to occupy the facility during construction.

Delete Section 11.4.1 and substitute the following:

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

Add the following Section 12.2.2.4 to Section 12.2.2:

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 15 CLAIMS AND DISPUTES

Add Sections 15.1.5.3, 15.1.5.4, 15.1.5.5, 15.1.5.6, and 15.1.5.7 to Section 15.1.5

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent to interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.5.5 No adjustment in Contract Time or Contract Sum shall be permitted due to a concealed or unknown condition which does not differ materially from the Contract Documents or which reasonably could have been determined by the Contractor in performance of obligations under Section 3.2.

§ 15.1.5.6 The Initial Decision Maker will not review Claims for additional compensation or time due to alleged differences between existing site conditions and the Contract Documents unless accompanied by certified survey showing that errors exist in the Contract Documents. In addition, the Contractor shall show to substantiate a Claim that such errors between pre-construction conditions and the Contract Documents will require additional material or more Work than could be reasonably be estimated from the Contract Documents.

§ 15.1.5.7 Claims for additional time due to adverse weather conditions shall include Climatologic Reports prepared by the National Oceanic and Atmospheric Administration for the project site. In addition, Claims shall include a schedule showing the critical path activities that were affected by adverse weather. Reports, for the previous ten years indicating the average monthly precipitation from the nearest reporting station, shall be submitted to substantiate Claims. The ten-year average will be used to establish the number of adverse weather days by month the Contractor could expect during performance of the Work. Additional time may be claimed for any month of construction for time lost provided a critical path activity was affected by adverse weather. An adverse weather day is defined as a rain event exceeding ‘one and a half’-tenth inch or a snow event exceeding one inch within a twenty-four hour time period. A one-day time extension may be claimed for each day of adverse weather in excess of the ten-year average per month provided a critical path activity was adversely affected.

NOTIFICATION:

The instructional document entitled ‘**INVITATION TO BID FOR ROWAN COUNTY**’ shall be the prevailing governing instructional document. If, there are conflicts between the ‘Invitation to Bid for Rowan County’ and either the ‘Instructions to Bidders’ or ‘Supplementary General Conditions’ the ‘Invitation to Bid for Rowan County’ shall prevail and control. The additional requirements as described within the ‘Instructions to Bidders’ or ‘Supplementary General Conditions’ are required.