



February 28, 2024

**For: UNC Charlotte – Greek Village HVAC and Kitchen Renovations
SCO ID# 23-26269-01A**

RECEIPT OF THIS ADDENDUM MUST BE NOTED ON THE BID FORM

ADDENDUM #3

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.

- 1) The project rebid date is Wednesday, March 6, 2024, at 1pm.
9151 Cameron Boulevard, Building #55 on the Campus Map
Room FMPPS 206
Charlotte, NC 28223
- 2) The project access end date to the buildings has changed to July 31 for both summer 2024 and summer 2025.

**Attachments: Specification Section 002213 - Supplementary Instructions to Bidders
Specification Section 011000 - Summary**

The last day questions can be submitted has passed.

END OF ADDENDUM #3

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 48 hours in advance with Mr. William Finley Project Manager, UNC Charlotte Planning Design Construction, Phone 704.687.0531 or email 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 on or before March 25, 2024. 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 Five Hundred Fourteen (514). 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 10, 2024, through July 31, 2024, and for work on Buildings 7, 8, 9, 10, 11, 12, and 13 **PHASE 2** starting on May 9, 2025, through July 31, 2025. Contractor shall complete all work on Buildings 1, 2, 3, 4, 5 and 6 **PHASE 1** on or prior to August 22, 2024, and shall complete all work on Buildings 7, 8, 9, 10, 11, 12, and 13 **PHASE 2** on or prior to August 21, 2025. 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 One Hundred Fifty (150). 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 10, 2024, through July 31, 2024, and shall complete all work on or prior to August 22, 2024. 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 a new VRF system with zoning at the bedroom level for improved occupant comfort 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.

B. 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 on or before March 25, 2024. 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.

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- 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.
 - 1. 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 48 hours in advance with Mr. William Finley Project Manager, UNC Charlotte Planning Design Construction, Phone 704.687.0531 or email 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