

ADDENDUM NO. 1

Date: March 24, 2025

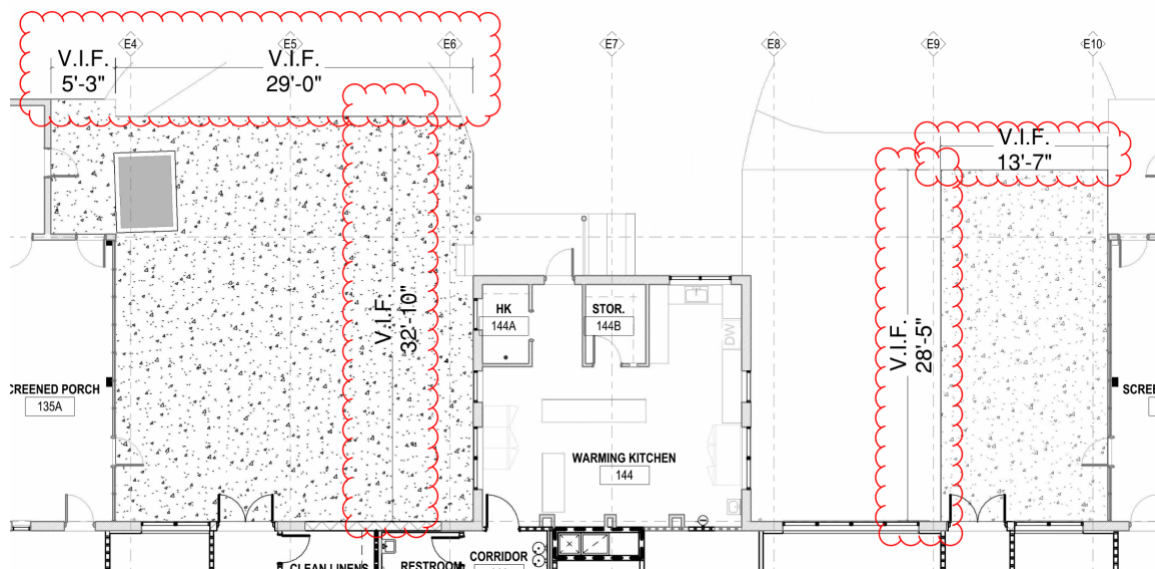
Project: MDC Ridgeway Cottage Renovations
Butner, North Carolina
SCO ID #22-25078-01

Bids Due: Thursday, April 10, 2025 at 2:00 pm

Attached and described below are amendments to the original bid documents for this project. Please acknowledge receipt of this addendum on your bid proposal form. Failure to do so may result in the disqualification of your bid.

SUPPLEMENTAL INFORMATION:

1. Street can be bored for the fire line instead of cutting and patching.
2. Asbestos abatement is included in the project scope, but the air monitoring services, and costs will be covered by the Owner.
3. See image below for dimensions of concrete patios.



PROJECT MANUAL: Include 2 specification sections

4. Revised and reissued Supplementary General Conditions of the Contract. Liquidated damages is revised to \$500/day.
5. Add specification Section 012500 – Substitution Procedures. Substitution Request CSI Form 1.5C is included.

END OF ADDENDUM NO. 1

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify, change, delete from or add to the "General Conditions of the Contract", State of North Carolina Department of Administration Standard Form OC-15 Twenty-Fourth Edition January 2013.

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 (Page 9):

1. Section b - The Owner is the State of North Carolina through the Department of Health & Human Services – Property and Construction, Raleigh, NC. The Agency is Murdoch Developmental Center.

ARTICLE 14 – CONSTRUCTION SUPERVISION AND SCHEDULE (Page 18):

1. Modify Article 14.e to read: "The contractor shall employ a registered land surveyor in the State of North Carolina to lay out the work and to establish a benchmark in a location where same will not be disturbed and where direct instruments sights may be taken."

ARTICLE 23 – TIME OF COMPLETION, DELAYS, EXTENSION OF TIME (Page 29):

1. Modify Article 23.b to read as follows:
"Contractor shall commence work to be performed under this Agreement on a date to be specified in a written Notice to Proceed from the Architect and shall fully complete all work hereunder within **365** consecutive calendar days from said date. For each day in excess of the above number of days, Contractor shall pay to the Owner the sum of Five Hundred Dollars (**\$500.00**) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor to complete the work within the time specified, such time being in the essence of the contract and a material consideration thereof."

ARTICLE 34 – MINIMUM INSURANCE REQUIREMENTS

1. Modify Section c. Property Insurance (Builder's Risk/Installation Floater) to read as follows:
"The contractor shall purchase and maintain property insurance during the life of this contract, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall **insure against risks of direct physical loss – (all perils)**. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions."

ARTICLE 38 – USE OF PREMISES

1. Add the following to Article 38.d: "Project Expediter shall post a sign indicating that Firearms are prohibited on the job site."

END OF SECTION SUPPLEMENTARY GENERAL CONDITIONS

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for products selected under an allowance.
 - 2. Section 012300 "Alternates" for products selected under an alternate.
 - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form CSI Form 1.5C.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and

- installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
- 1.4 QUALITY ASSURANCE
- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- 1.5 PROCEDURES
- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
- 1.6 SUBSTITUTIONS
- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience:
 1. Architect will consider requests for substitution if received within **[60]<Insert number>** days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
 - a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1) Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2) Requested substitution does not require extensive revisions to the Contract Documents.
 - 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4) Substitution request is fully documented and properly submitted.
 - 5) Requested substitution will not adversely affect Contractor's construction schedule.
 - 6) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7) Requested substitution is compatible with other portions of the Work.
 - 8) Requested substitution has been coordinated with other portions of the Work.
 - 9) Requested substitution provides specified warranty.

- 10) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

CSI Form 1.5C

**SUBSTITUTION
REQUEST
(During the Bid Period)**

Project: _____ Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____