

SUPPLEMENTARY GENERAL CONDITIONS

INTRODUCTION

This document modifies and augments the General Conditions and is published for the purpose of amending, revising, and clarifying the Contract Documents. It is hereby made an element of the Contract.

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on the date referenced below and shall fully complete all work hereunder within **181 consecutive calendar days** from the Notice to Proceed. The work must be completed according to the following schedule:

- Notice to Proceed (shop drawings and fabrication): 2.2.21
- Begin work onsite: 5.3.21
- Contract Completion 8.1.21

For each day in excess of the above number of days, the Contractor shall pay the Owner the **amount specified in the table below** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

Construction Bid Amount	Liquidated Damages
\$0 to \$100,000	\$0
\$100,000 to \$250,000	\$250/Day
\$250,000 to \$500,000	\$500/Day
Over \$500,000	\$1,000/Day

CONSTRUCTION SCHEDULE & SCHEDULE OF VALUES:

The pre-bid meeting is 12.15.20, and the bid opening date is 1.13.21 at 2:00 PM (bids submitted by email.) Additional key dates are listed above under "Time of Completion."

The contractor shall submit a critical path construction schedule at the pre-construction meeting. The contractor shall submit a Schedule of Values with the first pay application.

PAYMENTS

Pay request shall be made in writing by the 25th of each month and given to the Designer. Upon the Designer certification, the Designer will forward to the owner and the owner will make payments monthly based on work in progress percent complete as approved on monthly pay request based on the approved Schedule of Values.

UTILITIES

Contractor to provide their own required utilities except as preapproved by the owner.

USE OF SITE

The facility will remain in use by the owner in order to continue normal operations. Any required shutdowns of the plant shall be coordinated with the owner with as much advanced notice as possible, but no less than one week. Shutdowns will be at the discretion of the owner. Owner will allocate up to four parking spaces for contractor's use during the project.

ALTERNATE BIDS

There are no alternate bids.

STANDARDS OF CONDUCT WHILE ON COLLEGE PROPERTY

NO WEAPONS ON SCHOOL PROPERTY

NO SMOKING ON SCHOOL PROPERTY

DRUG-FREE ENVIRONMENT

In an effort to promote safe facilities, good character, and a safe working environment, and to reduce the opportunities for disruption of or interference with ongoing operations and college-related activities, the following conduct shall be prohibited at all times on school property:

1. Profane, lewd, obscene or offensive conduct, including the use of profane, lewd, obscene or offensive language.
2. Conduct that creates a material and substantial disruption of school activity or appropriate discipline in the operation of the facility or the rights of students, faculty and/or staff.
3. Rude or riotous noise or conduct.
4. Disorderly or assaultive conduct.
5. Defacing public property.
6. Commission of any nuisance.
7. Threatening the health or safety of others.
8. Any other conduct that violates any applicable laws or policies of this Institution.

Staff or any other individuals who engage in such conduct are subject to immediate expulsion from college property or from a college-related activity. Where appropriate, individuals engaging in such conduct may be subject to arrest and prosecution

UNIT PRICES

None required

ALLOWANCES

None required

NO SMOKING POLICY

Smoking is allowed in designated smoking areas only.

PERFORMANCE AND PAYMENT, AND BID BONDS

No Payment and Performance Bonds required on projects \$500,000 and below.

Construction Bid Amount	Bid Bonds
\$0 to \$300,000	Not Required
\$300,000 and Above	5% Bid Bond Required*

*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, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129). Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used

PERMITS

The contractor shall apply for building permits. The owner shall reimburse the contractor for the permit cost only. Wake Technical Community College Standard Form of Informal Contract and General Conditions 18

INSURANCE REQUIREMENTS

The below insurance requirements in the General Conditions:

Informal Contract (<\$100K)	Auto ^{2, 3, 4, 5}	1 year	\$1,000,000
	Builders Risk ^{1, 2, 3, 4, 5}	N/A	N/A
	General Liability ^{1, 2, 3, 4, 5}	1 year	\$1,000,000
	Pollution Liability ^{1, 2, 3, 4, 5}	N/A	N/A
	Professional Liability ^{2, 3, 4, 5}	N/A	N/A
	Umbrella ^{1, 2, 3, 4, 5}		
	Cyber Liability ^{2, 3, 4, 5}	1 year	\$2,000,000
	Workers Comp ^{2, 3, 4, 5}	1 year	\$1,000,000

Informal Contract (\$100K to \$500K)	Auto ^{2, 3, 4, 5}	Warranty	\$1,000,000
	Builders Risk ^{1, 2, 3, 4, 5}	Final Completion	Contract Amount
	General Liability ^{1, 2, 3, 4, 5}	Warranty	\$1,000,000
	Pollution Liability ^{1, 2, 3, 4, 5}	N/A	N/A
	Professional Liability ^{2, 3, 4, 5}	N/A	N/A
	Umbrella ^{1, 2, 3, 4, 5}		
	Cyber Liability ^{2, 3, 4, 5}	1 year	\$2,000,000
	Workers Comp ^{2, 3, 4, 5}	1 year	\$1,000,000

NOTES:

1. **The Trustees of Wake Technical Community College**, required to be endorsed as additional insureds for General Liability and Builders Risk/Installation Floater.
2. Must be endorsed to provide 30 days prior notice of cancellation, registered mail, return receipt requested.
3. Must be endorsed for Waiver of Subrogation in favor of the Owner
4. Insurers must carry an AM Best rating of A+ or greater and registered to operate in the State of North Carolina.
5. The Trustees of Wake Technical Community College, 9101 Fayetteville Road, Raleigh, NC 27603 must be labeled as certificate holder

SANITARY FACILITIES

Contractor must supply portable toilet facilities for their employees and locate these at location(s) specified by the owner’s representative. (Campus toilet facilities are not to be used by Contractor personnel .)

SUSTAINABILITY

EE PROGRAMS (ENERGY EFFICIENCY REBATES, INCENTIVES, and ALLOCATIONS)

WTCC shall capture all applicable EE Programs offered through utilities, vendors, manufacturers, government programs, etc. Contractor forfeits their eligibility of claim to such EE Programs related to WTCC Project(s), and agrees to cooperate to support WTCC's participation of EE Programs. WTCC may seek to allocate certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code") through its agreement with Contractor. If WTCC and the Internal Revenue Service (IRS) determine that Contractor is eligible and shall receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Contractor shall otherwise benefit financially from the monetization of the benefit, Contractor hereby agrees to provide savings to WTCC in an amount and form to be determined when the financial benefit net of associated costs realized by Contractor becomes ascertainable. WTCC reserves the right to retain a third party coordinator (the "Coordinator") to manage and administer the process of allocating the benefit derived from the Project(s). Contractor agrees to cooperate in all reasonable respects with the Coordinator's efforts to obtain and monetize any such benefits derived from the Project(s) on behalf of WTCC.

MINORITY BUSINESS PARTICIPATION

Submit Affidavit A or B with the bid form along with Identification of HUB Participation form.

See Minority Guidelines and Wake Technical Community College Standard Form of Informal Contract and General Conditions 26.