



# 31st Annual State Construction Conference

March 22nd, 2012

## State of NC General Conditions Draft Changes

By, Gregory A. Driver P.E.

# NC General Conditions - Major changes:

- Instructions to Bidders
- Article 1 – Definitions
- Article 13 – Inspection of the Work
- Article 14 – Construction Supervision/Schedule
- Article 19 – Changes in the Work
- Article 23 – Time of Completion, Delays, Extension of Time
- Article 24 – Partial Utilization/Beneficial Occupancy

# NC General Conditions - Major changes:

- Article 34 – Minimum Insurance Requirements
- Article 51 – Gifts
- Article 52 – Auditing: Access to Persons & Records
- Article 53 – North Carolina False Claims Act
- Article 54 – Termination for Convenience

# Instructions to Bidders



THIS IS A  
BID #. \$0<sup>00</sup>  
IS A BID.

GENERAL CONTRACT:

Alternate No. 1: White Concrete in Lieu of Grey Concrete.

(Add) ~~(Deduct)~~ Four hundred and fifty thousand Dollars (\$) 450,000.00

Alternate No. 2: White stain to the underside of structure. See specification section 099100 for description of stain.

(Add) ~~(Deduct)~~ Ninety Seven thousand Dollars (\$) 97,000.00

Alternate No. 3: UNC Charlotte Blend Thin Concrete Brick by County Materials

~~(Add) (Deduct)~~ Twenty thousand Dollars (\$) 20,000.00

Alternate No. 4: English Edge Pavers (Red) by Pinehall for the sidewalks and Oaks Blend (vehicular) with a solid border of "River Red" by Pavestone in all roadway crosswalks.

(Add) ~~(Deduct)~~ \_\_\_\_\_ Dollars (\$) 0.00

Alternate No. 5: Induction lights in lieu of fluorescent. Under Base Bid, provide general parking deck illumination utilizing type 'FA' fluorescent lighting fixtures as shown on the drawings. Under Alternate No. 5, provide general parking deck illumination utilizing type 'FAA' fluorescent induction type lighting fixtures instead of type 'FA'. Under this alternate, each type 'FA' fixture indicated on the

ighting fixtures instead of type TFF. Under the drawings, all type  
drawings will be replaced with a type 'FAA' fixture.

(Add) (Deduct)

Dollars(\$) 0.00

Alternate No. 6: Citidel site lights & poles by Hadco

(Add) (Deduct)

Dollars(\$) NO BID

Alternate No. 7: Fire Alarm system by Simplex. Under Base Bid, provide a fire alarm and smoke detection system as shown on the drawings and specified under section 283100. Under Preferred Product Alternate No. 7, provide a fire alarm and smoke detection system as shown on the drawings and specified under section 283100, except that the system shall be based on products by Simplex.

(Add) (Deduct)

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

Alternate No. 8: Schlage locksets & Provide the designated hardware manufacturers listed in the alternate in lieu of other manufacturers listed in Section 08 71 00

(Add) (Deduct)

Dollars(\$) 0.00

Alternate No. 9: Change precast columns covers on each elevation as drawn on Sheet A403.

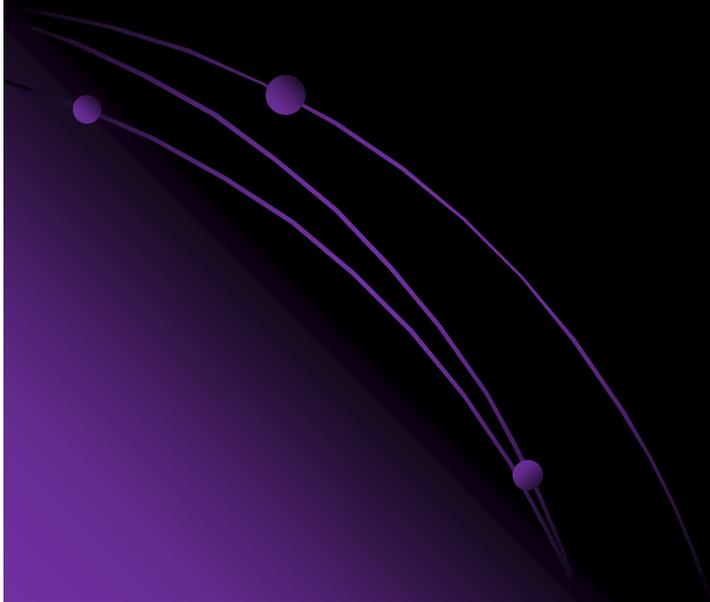
(Add) (Deduct)

Two hundred thousand

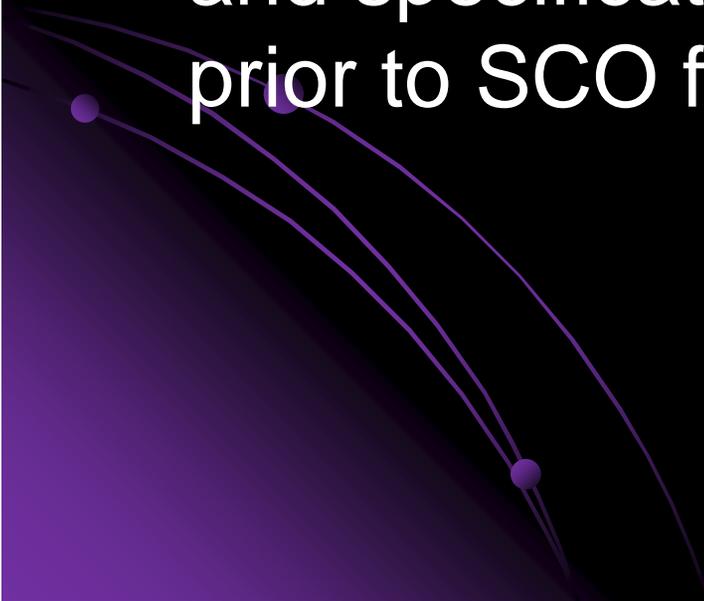
Dollars(\$) 200,000.00

"NO BID" AND A BLANK WILL  
BE TREATED AS "NO BID"

# Article 1 – Definitions

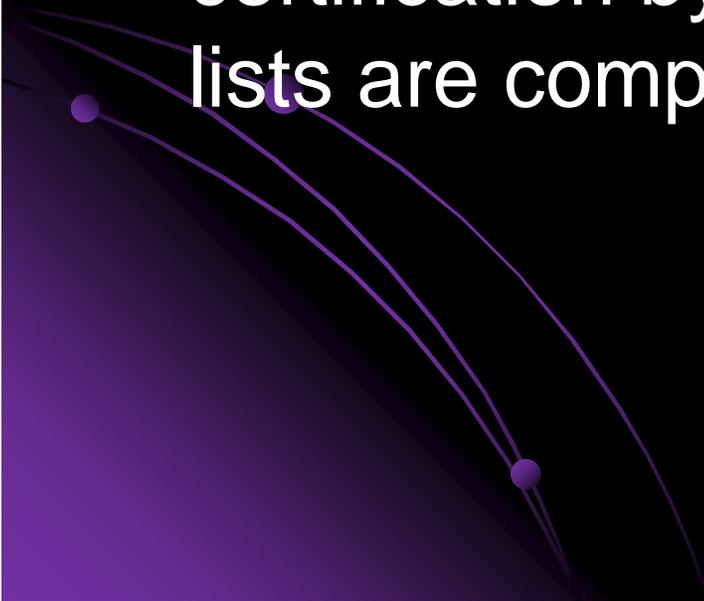


- **Liquidated damages**, as stated in the contract documents is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. **Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).**

- **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- 

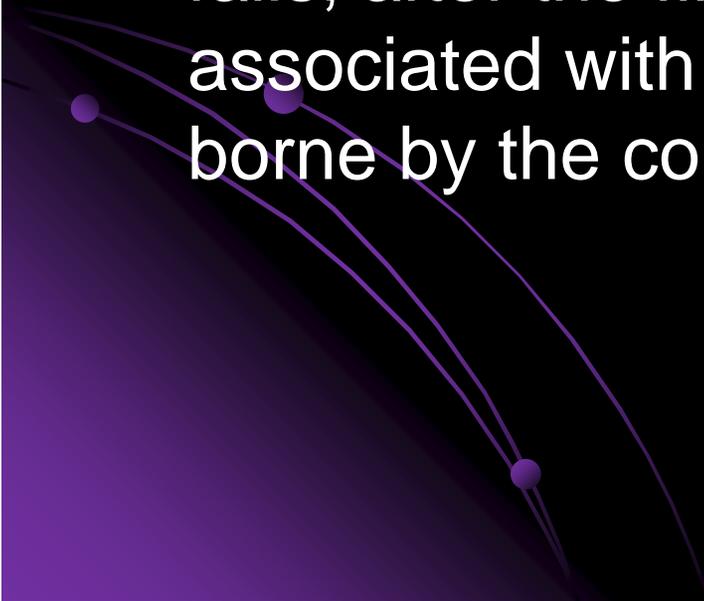
- **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
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- **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but are not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.

- **Final Acceptance** is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.
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# Article 13 – Inspection of the Work



- All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional reinspections shall be borne by the contractor.
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# Article 14 – Construction Supervision/Schedule



- The Project Expediter shall provide the designer and owner with printed copies and electronic copies of the foregoing baseline CPM schedule with supporting logic, activities and time estimates.
- If the contractor requests an extension of time, the contractor and/or Project Expediter shall submit to the designer and owner an electronic version of the proposed revised schedule that reflects the requested time extension and sets forth the activities, changes in work, extra work, weather, delays and/or such other basis for the time extension with the corresponding impacts and/or changes to the project's critical path and supporting logic. The failure to submit an electronic version of the proposed revised schedule with the request for time extension may result in the delay in processing the request and/or denial of the request in part or in whole.

# Article 19 – Changes in the Work



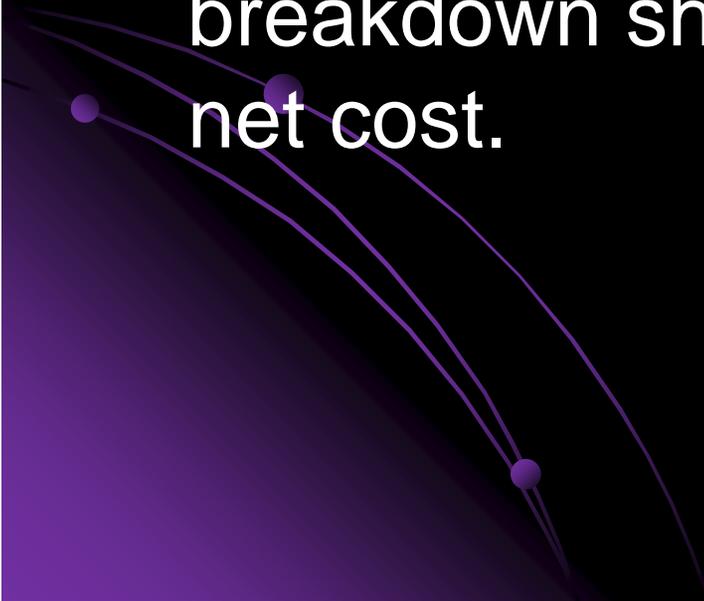






- Under Paragraph “b” and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc contractors shall be allowed a maximum of 2.5% on the contracted work of their subs.

<b>Contractor</b>	<b>O&amp;P on Self-Perform Work</b>	<b>O&amp;P on Sub Work</b>
<b>Prime</b>	10%	5%
<b>1<sup>st</sup> Tier</b>	10%	2.5%
<b>2<sup>nd</sup> Tier</b>	10%	2.5%
<b>3<sup>rd</sup> Tier</b>	10%	2.5%
<b>Etc...</b>		

- Labor Burden limited to 30%.
  - All change orders, including work of all subs, shall be supported by a unit cost breakdown showing method of arriving at net cost.
- 

# Article 23 – Time of Completion, Delays, Extension of Time



- No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. 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. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

# Article 24 – Partial Utilization/Beneficial Occupancy



- Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:

The beginning of guarantees and warranties period for the equipment necessary to provide support in the area.

- The owner assumes all responsibilities for utility costs for entire building.

Contractor will obtain consent of surety.

Contractor will obtain endorsement from insurance company permitting beneficial occupancy.

# Article 34 – Minimum Insurance Requirements



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE WHEN ISSUED  
06/22/10

PRODUCER  
Wells Fargo Ins Serv USA- CH,NC  
6100 Fairview Road, Suite 800  
P.O. Box 226746  
Charlotte, NC 28222

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: The Travelers Indemnity Company	25658
INSURER C: Travelers Property Cas. Co. of Ameri	26674
INSURER D: The Charter Oak Fire Insurance Compa	26615

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LINE NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Indp Contractor, XCU <input checked="" type="checkbox"/> Contractual (LIMIT AGGREGATE LIMIT / PER POLICY PER POLICY PER POLICY)	DTC06112A993PHX09	10/01/09	10/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (if applicable) \$1,000,000 VEHICULAR DAMAGE \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO	DTB106112A983COF09	10/01/09	10/01/10	COMBINED SINGLE LIMIT (if necessary) \$1,000,000 BODILY INJURY (if per person) \$ BODILY INJURY (if per occurrence) \$ PROPERTY DAMAGE (if per accident) \$ AUTO ONLY - BI ACCIDENT \$ OTHER THAN AUTO ONLY: SA ACC \$ AGG \$
B	EXCESS/WHOLESALE LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEFECTIVE <input checked="" type="checkbox"/> RETENTION \$10,000	DTSMCUP8273B21AIND	10/01/09	10/01/10	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY FUTURE EMPLOYER'S LIABILITY OF FUTURE EMPLOYERS EXCLUDED SPECIAL PROVISIONS:	DTJUB6112A99309	10/01/09	10/01/10	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS (1) EACH ACCIDENT \$1,000,000 (2) DISEASE - SA EMPLOYEE \$1,000,000 (3) DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*See attached controlling cancellation provisions\*

(See Attached Descriptions)

### CERTIFICATE HOLDER

The University of North Carolina  
at Charlotte  
9201 University City Boulevard  
Charlotte, NC 28223-0001

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Michael E. Linder*

# "ACORD FORM LANGUAGE" CAN'T CHANGE

## CANCELLATION

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AUTHORIZED REPRESENTATIVE

*Michael E. Lind*

North Carolina

City Boulevard  
223-0001

#M1514691

JBR03

© ACORD CORPORATION 1988

However



ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

If yes, describe under SPECIAL PROVISIONS below

OTHER

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
"See attached controlling cancellation provisions"

(See Attached Descriptions)

**ENDORSEMENT  
OR SPECIAL  
PROVISION IS  
ACCEPTABLE.**

CERTIFICATE HOLDER

The University of North Carolina

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

## DESCRIPTIONS (Continued from Page 1)

**Project:**

The University of North Carolina at Charlotte is included as Additional Insured as respects General Liability coverage, but only as required by written contract with the Named Insured.

Notwithstanding the preprinted cancellation provisions on this form, coverages afforded under the policies will not be cancelled, reduced in amount nor will any coverages be eliminated until at least (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and owner, of such alteration or cancellation.

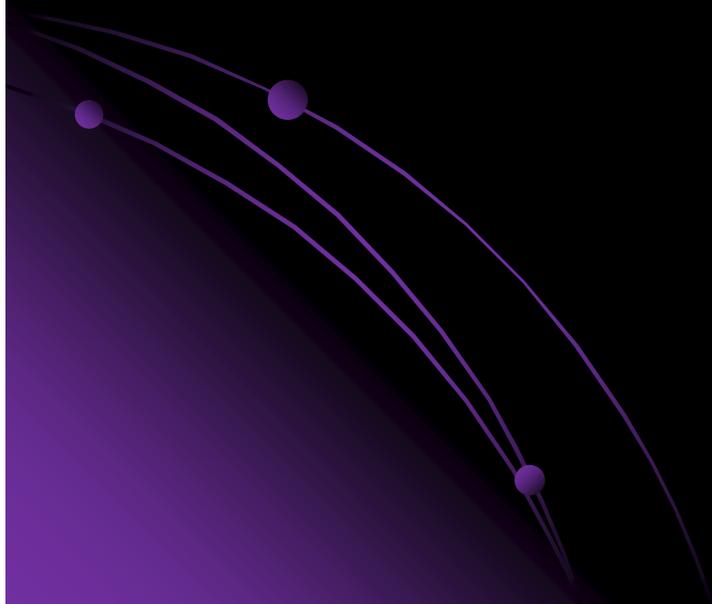
- Workmen's Compensation and Employer's Liability, Public Liability and Property Damage, and Property Insurance shall be maintained until final acceptance.
- Property Insurance shall insure against the perils of fire, wind, rain, flood, extended coverage, vandalism and malicious mischief.

# Article 51 – Gifts



- Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future.

# Article 52 – Auditing: Access to Persons & Records



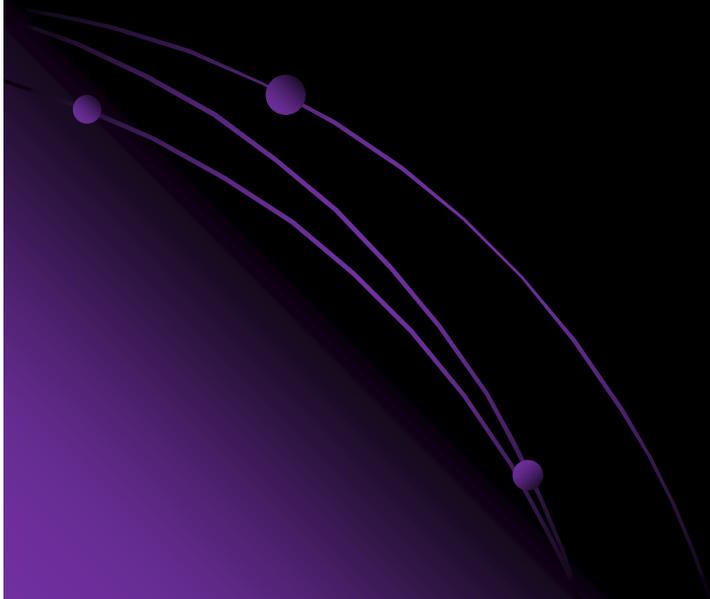
- In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

# Article 53 – North Carolina False Claims Act



- NCFCA applies to the contract
- Purpose is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties
- Contractor's liability may arise from requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions, claims for loss productivity and/or loss efficiency, claims for idle equipment or labor, etc.

# Article 54 – Termination for Convenience



- Owner may terminate for convenience at any time for any reason.
- Contractor shall be entitled to payment for actual cost of work completed plus 10%

**Go  
Pack!!!**



# Thank you!

Gregory A. Driver, P.E.

[gregory.driver@doa.nc.gov](mailto:gregory.driver@doa.nc.gov)

(919) 807-4100

<http://www.nc-sco.com/>