

**SUPPLEMENTARY GENERAL CONDITIONS
(SGC's) OF THE CONTRACT**

**STANDARD FORM FOR CONSTRUCTION
CONTRACTS**

**NORTH CAROLINA STATE
UNIVERSITY**

NC State University Design and Construction Guidelines

Supplementary General Conditions

SUPPLEMENTARY GENERAL CONDITIONS (SGC's) OF THE CONTRACT

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Supplementary General Conditions

1.0 SGC Article 1 – Definitions

- A. As defined in Article 1 of the General Conditions, the Supplementary General Conditions are considered part of the contract documents.
- B. The Owner is the State of North Carolina through North Carolina State University.
- C. Provide shall mean purchase, deliver, and install, new, clean, and completely operational, fully tested and ready for use.

2.0 SGC Article 14 – Construction Supervision and Schedule

- A. The contractor(s) shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a benchmark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- B. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be the General Contractor unless determined otherwise by the designer. The Project Expediter shall have the responsibilities described in Article 14.f. of the General Conditions.
- C. Project Construction Schedule. North Carolina State University requires a CPM schedule for all projects, regardless of size and/or dollar amount. Bar Chart schedules may be allowed on a case-by-case basis. All CPM schedules shall meet the requirements of the General Conditions as well as the following:
 - 1. The CPM Baseline Schedule or Updated Schedule shall consist of the computer files on electronic media necessary to recreate the schedule. Files shall consist of four discrete items:
 - a) The Activity description including the original and remaining durations, and percent complete. Show other computed information such as early and late computed start and finish times and various types of floats.
 - b) The logical predecessor and successor relationships that connect the various activities together to form a CPM network. All activities shall be linked with no constraints placed on any activity unless critical milestone dates are dictated in the contract.
 - c) Constraints listing if any must exist.
 - d) All hidden codes or constraints assigned to activities by the Scheduler, which help define the intended workflow or project organization.
 - 2. Each schedule submittal shall include a cover letter, a narrative, a hard copy of the schedule and the schedule files on electronic media. The schedule update narrative should state what activity changes happened on the project, including missing data, upcoming changes, documented delays, potential delays and other facts.

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3. Contractors and subcontractors shall include a minimum of five (5) full days in their base bid for their project superintendent and project manager to attend a preliminary scheduling meeting with the project expediter. Each contractor shall attend additional scheduling meetings as required until an acceptable construction schedule conforming to the contract time is completed and approved via signing of the printed schedule by the single or each prime contractor (project manager and superintendent). Copies of the signed schedule shall be given to the Designer, Owner and each signatory; the original shall be displayed at the jobsite. The submitted schedule shall show the contract project completion date.
4. The schedule shall be updated monthly or at the Designer and/or Owner's request. The project expediter shall make all updates, adjustments, corrections, etc., with input provided from the other prime or subcontractors. It will be the responsibility of each prime and/or subcontractor to either agree or disagree with the updated schedule via signing and dating the schedule submitted by the project expediter or providing a written summary of schedule exceptions and/or inaccuracies.
5. Project expediter is required to provide an updated construction schedule with each monthly payment application. It will be the responsibility of each prime and/or subcontractor to either agree or disagree with the updated schedule via signing and dating the schedule submitted by the project expediter or providing a written summary of schedule exceptions and/or inaccuracies. Payment requests received without one or the other of the above will be considered incomplete and will be returned as being incomplete. The only contractor required to submit a copy of the updated progress schedule with his monthly payment application is the project expediter.
6. A completion or finish schedule is required at 80% project completion, illustrating tasks remaining to complete the project. The designer and Owner are required to approve finish schedule.
7. Project expediter shall include all relevant testing and inspections on the CPM schedule, including but not limited to: telecom/data wiring tests and as-built drawings, fire alarm system testing, fire suppression system testing, piping pressure testing, all applicable NFPA, DOI, DOL tests and commissioning activities.
8. The Contractor will schedule as Milestones in the CPM schedule and ensure they are met the following activities: MEPFP Coordination drawings, Casework and Fume Hood Submittals and shop drawings shall be submitted to the design team for review NO LATER than 30 days after the Notice To Proceed.

3.0 SGC Article 23 - Time Of Completion, Delays, Extension of Time

- A. For each day in excess of the above number of days, the contractor(s) shall pay the owner liquidated damages in the amount of \$_____ per consecutive calendar day. [Designer and Owner to jointly determine amount of LD's based on specific project requirements.]

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This project does not include Commissioning
B. The time of completion for this project is _____ consecutive calendar days and begins on the date stated in the Designer's Notice to Proceed letter issued to the contractor.

This project includes Commissioning
B. The time of completion to SUBSTANTIAL COMPLETION for this project is _____ consecutive calendar days and begins on the date stated in the Designer's Notice to Proceed letter issued to the contractor. SUBSTANTIAL COMPLETION for this project is defined as the General Contractor and its subcontractors having completed the following:

1. GC's Pre-Final Punch List
2. Testing Adjusting and Balancing (TAB) is complete per the project specifications.
3. Pre-Functional Testing shall be complete and the completed report shall be issued to the design team prior to SUBSTANTIAL COMPLETION.

For a period not to exceed _____ weeks following immediately after SUBSTANTIAL COMPLETION, the Owner's agents will perform Enhanced Start UP of MEP systems and punch list generation and back punch activities. The contractor will be responsible for assisting in all testing and punch activities including the completion of all adjusting, balancing, repairing, correcting, replacing and completing unacceptable or otherwise incomplete work identified by the design team.

4.0 SGC Article 40 – Utilities, Structures, Signs

- A. UTILITIES FOR NEW BUILDINGS - The Project Expediter will make arrangements with the appropriate utility service providers to provide temporary utilities to the site. The Project Expediter shall bear the costs of providing all temporary utilities to the site and all charges for temporary utilities during the project duration.
- B. UTILITIES FOR EXISTING BUILDINGS – The Project Expediter will make arrangements with either the appropriate utility service providers or with NCSU (if the existing building is already metered) to provide temporary utilities to the site. The University will bear the cost of all temporary utilities except the use of supplemental generators for power. The contractor may use what is available on site without affecting the ongoing operations of the Owner in any way, but may not request additional services that are not already present. Anything additional required by the contractor will be procured and paid for by the contractor

Electricity: \$ _____/KWH (kilo-watt hour)

Water: \$ _____/CCS (hundred cubic feet)

Steam: \$ _____/thousand pounds

Natural gas: \$ _____/deca-therm