

Supplementary Contract Conditions

The following articles are to supplement Standard Form Construction Contract.

1.1 Definitions

- A. This item shall be supplemented with the following:
1. The Contract Document consists of the Instructions to Bidders, General Conditions, Supplementary Contract Conditions, Drawings and Specifications, including all bulletins, addenda, or other modifications of the drawings and specifications incorporated into the Documents prior to their execution, the Proposal, the Agreement, and Insurance Certificates as required later in these conditions. All of these items together form the Contract.
 2. The owner is the City of Concord
 3. The Agreement shall be made on the City of Concord's Standard Form Construction Contract.
 4. Specifications shall consist of Divisions listed in the Table of Contents of the Specifications.
 5. The Addenda shall consist of all modifications, additions or changes to be incorporated in the Contract Documents before their execution.

1.2 Execution, Correlation, Intent and Interpretations

- A. This item shall be supplemented with the following:
1. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were called for and shown, on both.
 2. The intention of the drawings and specifications is to include all labor, materials, transportation, equipment and all other things necessary to do a complete job.
 3. Should drawings disagree in themselves or with specifications, the better quality or greater quantity of work or material shall be furnished, unless otherwise ordered in writing. Specifications and drawings enumerated are intended to be cooperative, and what is called for in either shall be as binding as if called for in both.

4. Contractor will understand that work herein described shall be completed in every detail, notwithstanding every item necessarily involved is not particularly mentioned. Contractor will be held to provide labor and material necessary for entire completion of work intended to be described, and shall not avail himself of any manifestly unintentional error or omission, should same exist. Should any error or inconsistency appear, or occur in drawings or specifications, before proceeding with work contractor shall make mention of same to Architect for proper adjustment; in no case shall he proceed with work in uncertainty.

1.3 Labor and Materials

- A. This item shall be supplemented with the following:
 1. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools apparatus, scaffolding and incidentals necessary for the entire proper and substantial completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best workmanlike manner a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom all in accordance with Contract documents.
 2. The cost of electrical power, sewer, and water services, provided prior to Substantial Completion, are to be paid by the Contractor.

1.4 Warranty:

- A. This item shall be supplemented with the following:
 1. All materials shall be new and or quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations of institutions of the respective trades except as exceeded or qualified by the specifications. Such standards include the ASHRAE, The National Board of Fire Underwriters, the National Electric Code. Upon notice so to do, the Contractor shall furnish evidence as to quality of materials as may be requested.

1.5 Permit Fees and Notices

The Contractor shall furnish to the Owner a monthly itemized report listing all tax information for materials on which County and NC Sales Taxes have been paid.

1.6 Superintendent

The Contractor's project manager and the Contractor's superintendent shall be full-time employees of the Contractor. The superintendent shall be present at the project site on a full time basis. The project manager and the superintendent shall each have a minimum of five years experience constructing projects similar to this project. The project manager's and the superintendent's previous work performances must, respectively, be acceptable to the Owner as to quality of workmanship and time of performance. Resumes of the project manager and the superintendent shall be submitted by the Contractor to the Owner prior to execution of the Agreement. If either person is or becomes unacceptable to the Owner for reasonable cause the Contractor, upon written demand by the Owner, shall promptly remove the unacceptable person and shall appoint a replacement satisfactory to the Owner.

1.7 Cleaning Up

A. This item shall be supplemented with the following:

1. The Contractor shall take every precaution against injuries to persons or damage to property.
2. The Contractor shall store his apparatus, materials, supplies and equipment in such orderly fashion at the site of work as will not unduly interfere with the progress of his work or the use of the existing building.
3. The Contractor shall clean up frequently all refuse, rubbish, scrap material, and debris caused by this operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
4. Before final payment, the contractor shall remove all surplus material, false-work, and debris of every nature resulting from his operations and to put the site in a neat and orderly condition.

1.8 Change Orders

A. Delete this item in its entirety and substitute the following:

The cost or the credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum bid properly itemized and supported by sufficient substantiating data to permit evaluation.

1.9 Progress and Completion

A. The Contractor is to complete the project within 180 days from receipt of the Notice to Proceed.

1.10 Applications for Payment

- A. This item shall be supplemented as follows:
 - 1. Each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract. To insure the proper performance of this Contract, the Owner shall retain ten percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract, provided that the Contractor shall have his estimate in the hands of the Architect not later than the last Monday of the month. The Contractor shall provide back-up material such as supplier and sub-contractor invoices as may be required by the Architect to substantiate periodic pay requests.

1.11. Insurance

- A. See Section 00 71 00

1.12 Correction of work

- A. This item shall be supplemented with the following:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accord with the Contract Documents or relieve the contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve months from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

1.13 Bonds

The contractor shall provide a Performance Bond for 100% of the contract amount and a Payment Bond for 100% of the contract amount. The Payment Bond form shall be AIA Document A-311. The Performance Bond form shall be as listed on the following pages.

PERFORMANCE BOND

Section 00 80 00

Date of Execution of this Bond _____

Name and Address of
Principal (Contractor) _____

Name and Address
of Surety _____

Name and Address of
Contracting Body _____

Amount of Bond _____

Contract That certain contract by and between the Principal and the Contracting
Body above named dated _____
for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

Principal (Name of individual and trade name,
partnership, corporation, or joint venture)

(Proprietorship or Partnership)

Printed Name _____

BY _____ (SEAL)

Printed Name _____

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____

Printed Name _____

TITLE _____

(Corporation Secretary or
Assistant Secretary Only)

Surety (Name of Surety Company)

WITNESS:

BY _____

Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

End of Section