

Addendum 002

TO: **Bidders**

FROM: Little Diversified Architectural Consulting
410 Blackwell Street, Suite 10
Durham, NC 27701

DATE: April 30, 2026

PROJECT: UNC Pembroke RTU Replacements - REBID
Pembroke, NC 28372

PROJECT NO: Little Job Number: 5822131900
SCO Number: 24-28674-01A

ADDENDUM NO: 002

Addendum:

The attention of the contractor(s) is called to the following clarifications, additions, and changes in plans and specifications regarding the project referenced above. It shall be the responsibility of the contractor(s) to include these clarifications, additions, and changes to the Procurement Documents dated **February 20th, 2026**.

Addendum: Clarification Items

General Clarifications:

1. Site Visit Availability

With Owner approval, observational site visits may be scheduled prior to the bid opening upon request. Site visits are limited to general observation only. No questions or clarifications will be addressed on-site. All bidder questions must be submitted in writing in accordance with the solicitation requirements, and any official responses will be issued by addendum.

Interested bidders may contact Matthew Greene with UNCP Facilities Planning, Design, and Construction to request a site visit during normal business hours.

Matthew Greene
Project Manager
University of North Carolina Pembroke
matt.greene@uncp.edu
Office: (910) 775-4576

2. Rebid Clarification

The project was originally advertised in 2025 as an Informal State Construction project. Upon receipt of bids, the project exceeded the informal construction project cost threshold. In accordance with State Construction procurement requirements, the project was reissued as a Formal State Construction project, and a new, independent bidding process was initiated.

The bid opening held on April 23 constituted the first round of bidding under the formal procurement process. As only one bid was received during that solicitation, the project is now being rebid.

No bids, pricing, or evaluations from the prior informal solicitation were carried forward.

Project Manual

1. Section 00 40 10 – Supplementary General Conditions

- a. The previous Substantial Completion or Beneficial Occupancy date stated as July 15, 2022, is hereby deleted and replaced with August 07, 2026.

Drawings: None

RFI:

1. Clarification is provided regarding the number of VVT dampers associated with Alternates G-1, G-2, and G-10. These quantities are provided for bidding and coordination of the associated Alternate(s). No other changes to the Contract Documents are indicated by this clarification.
 - **Auxiliary Services**
 - **RTU-AS-8:** 6 VVT dampers
 - **RTU-AS-6:** 4 VVT dampers
 - **Caton Fieldhouse**
 - **RTU-FH-5:** 7 VVT dampers

Attachments

- Section 00 40 10 – Supplementary General Conditions
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END OF ADDENDUM

The University of North Carolina at Pembroke

Standard Supplemental General Conditions

Revised 4/01

Article 1 – Definitions

Paragraph “a”, add the following to the end of the paragraph: “The Geotechnical Technical Report does not constitute part of the Contract Documents, but is included for reference.”

Paragraph “f”, add the following new paragraph: “Or approved equal” and “equal to” shall mean a product or products by manufacturers other than those listed in the specifications that may be incorporated into the work after review and concurrence by the Designer and the Owner. Requests for such review and concurrence shall be made a minimum of 15 calendar days prior to the bid date and shall include all information that the Designer and Owner may require to render a decision. “Substitute” or “substitution” shall mean a product or products by manufacturers not listed in the specifications and are not an “or approved equal” or an “equal to.”

Article 2 – Intent and Execution of the Documents

Paragraph “a”, add the following new paragraph: All the work shall conform to the contract documents. Where more detailed information is needed, or when an interpretation of the contract documents is required, the contractor shall refer the matter in writing to the designer prior to proceeding with the work. The designer shall furnish the contractor in interpretation in writing. If the contractor discovers errors, inconsistencies, discrepancies or omissions in the contract documents, the contractor shall inform the designer of such condition prior to proceeding with the work. If the contractor realizes errors, inconsistencies, discrepancies or omissions in the contract documents prior to bid, the contractor shall request clarifications from the designer and shall include in the bid price all work required to deliver a fully operational and ready to use system. If inconsistencies, discrepancies or contradictions in the Contract Documents are discovered after the bid, the contractor shall be deemed by submittal of his bid, to have bid the most costly as to labor, materials, duration, sequence and method of construction to provide the work.

Article 3 – Clarification and Detail Drawings

Paragraph “a”, add the following to the end of the paragraph: If errors, inconsistencies or discrepancies in the contract documents are realized by the contractor, the contractor shall inform the designer of such condition prior to proceeding with the work. The designer shall furnish the contractor written clarification in a reasonable time, so as not to impact the progress of the work. Clarifications for inconsistencies, discrepancies or contradictions shall not be a basis for deductive or additive change orders per Article 2, paragraph “a.”

Article 5 – Shop Drawings, Submittals, Sample Data

Paragraph “c”, add the following new paragraph: Within 30 consecutive calendar days of the notice to proceed a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittal shall be submitted to the designer by the project expediter. This schedule shall indicate the items, relevant specification sections, other related submittal, the date when these items will be furnished to the designer, and the date by which the designer’s review is necessary to maintain the progress as indicated in the construction schedule. This schedule must take into consideration any re-submittals required to obtain approval from the designer and Owner.

Paragraph “d”, add the following new paragraph: All shop drawings, submittals, samples, and data shall be submitted through the project expediter (General Contractor) to the designer for review according to the accepted schedule as per Article 5, paragraph “c”. No shop drawing, submittal, sample, or data shall include the term “by others” or the like. Items not required by the documents will not be accepted for

review. Samples and shop drawings, submittals, and data will not be considered by the designer unless the submission clearly indicates that the work included in the submittal has been checked, coordinated between primer contractors, and stamped approved by the contractor and fabricator. All shop drawings, submittals, samples, and data submitted shall each receive the following stamp completed and dated by the submitting contractor and by the project expediter:

Submitted in accordance with section _____, paragraph _____, of the specifications. I have checked and approved this submittal and find it conforms to the contract documents, and I have reviewed this submittal and it is coordinated with other parts of the project.

Contractor's Representative Signature Date

Paragraph "e", add the following new paragraph: No time extension will be granted for delays caused due to failure of the contractor to properly review shop drawings prior to submittal to the designer. All shop drawings shall indicate how materials relate to conditions of the project. Standard manufacturer's drawings that do not show how and where material is to be used will not be considered. Shop drawings shall not be reproductions of contract documents. Coordination drawings are required in accordance with Article 14.

Article 8 – Materials, Equipment, Employees:

Paragraph "e", delete the paragraph in its entirety and replace with the following. The GC shall obtain written approval from the designer for the use of products, materials, or equipment claimed as equal to those listed in the specifications. Such approvals shall be obtained prior to the opening of the bids. Applications for approvals shall be made by the GC and contractors, and in accordance with Article 1, paragraph "u". The contractor shall submit within twenty (20) calendar days following award of contract a complete list of materials to be used for the project for review and approval by the designer. The list shall consist of materials, products and equipment as listed in the specifications, equals, or approved equals. When this list is approved, no substitution will be permitted except in unusual or extenuating circumstances. If no list is submitted, the contractor shall supply only materials, products, or equipment called out in the specifications.

Paragraph "g", add the following to the end of the paragraph: All construction personnel shall be respectful to all members of the University community. Any kind of disrespect, harassment, unwelcome comments or advances from any construction personnel toward any member of the University community shall constitute sufficient grounds for the University to request removal of any specific individuals from this project. Such action taken by the Owner shall not constitute grounds for a delay claim. The Owner will not be responsible for any delays caused to the project due to any individual being removed from the project.. Project superintendents shall be held accountable for any incident of this nature.

Article 11 – Protection of Work, Property, and the Public

Paragraph "i", add the following new paragraph: All contractors shall insure that campus streets connecting to the projects are protected from mud, sand, stone, litter, or debris in any form. All mud collected on vehicle wheels shall be cleaned off before leaving the construction area. Should any mud or debris from the project collect on the streets, it shall be removed immediately to prevent any hazards to vehicular or pedestrian traffic, as well as from entering the storm sewer. The contractor is prohibited from discharging any waste products from concrete trucks or from concrete coring work, or any other unsuitable construction materials or products into the storm sewer system. The contractor shall have the cost of the clean up of any such unauthorized discharge from the project deducted from the contractor's application for payment. All streets adjacent to the project site shall be cleaned of construction related debris, dust, and mud daily. The contractors shall consider in the preparation of bids that the University will require cleaning of adjacent streets daily. Should the contractor fail to comply with this requirement, the

University reserves the right, with 24 hours prior notice to the contractor, to clean the adjacent streets. In such case the cost of the street cleaning shall be deducted from the contractor's application for payment.

Paragraph "j", add the following new paragraph:

Paragraph "l" add the following paragraph: In case emergency contact is required, the contractor shall furnish the Owner with names, pager numbers, and telephone numbers (day and night) of the project manager and superintendent. The numbers shall remain current for the duration of the project, and shall be updated as required.

Paragraph "m" add the following paragraph: The University will only provide security as it deems prudent and necessary for its own protection. The contractor shall be responsible for security and safety of the project within the project limits, including on site materials. The Owner must approve any "watchman" service instituted by the contractor.

Paragraph "n" add the following paragraph: The University will conduct normal operations during the duration of the project. Unless otherwise stated, the campus buildings will be occupied and will operate on a normal schedule. This means that the contractor will be required to schedule work around classes, staff requirements, and other operations. The contractor shall coordinate with the Owner's representative to minimize any disruptions to the functions of the University. In addition to the above times, the Contractor shall allow two (2) days per calendar year in the project schedule where there will be no activity on campus without the permission of the Owner's representative. These two days are set aside for graduation activities. See Supplementary General Conditions, Article 23, paragraph "a".

Article 12 – Sedimentation Pollution Control Act of 1973

Paragraph "e" add the following new paragraph: The contractor shall comply with the following requirements:

1. Equipment utilized during the construction activity on a site must be operated and maintained in a manner as to prevent the potential or actual pollution of the surface or ground waters. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged on the ground or into surface waters. Spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, and in accordance with applicable state and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface or ground, storm sewers, or drains on private or public (State) property.
2. Herbicide, pesticide, and fertilizer usage during the construction activity shall be restricted to those materials approved by EPA and shall be used in accordance with label instructions.
3. All wastes composed of construction materials shall be disposed of in accordance with NC General Statutes, Chapter 130A, Article 9 – Solid Waste Management, and rules governing the disposal of solid waste (NC Administrative Code Section 15A NCAC 13B).

Article 14 – Construction Supervision

Paragraph "c" add the following to the end of the paragraph:

Coordination drawings are required for all portions of the project. These drawings shall be developed by the HVAC Mechanical contractor and shall show sizes, elevations, and locations of all duct work, mechanical piping larger than one and one half inches in diameter, motors, pumps, and other mechanical equipment, in relation to the structure, walls, and ceilings.

1. Drawings shall be of 1/8" = 1' minimum scale, contain a block in the upper right hand corner for sign off by the contractors, and be forwarded to the project expediter and shall be in the form of reproducible mylar.

2. The project expediter shall circulate these drawings to all primes. Each prime contractor shall indicate on these drawings the location of all piping, conduits, panels, light fixtures and equipment. All prime contractors are responsible for initiating and participating in coordination meetings to resolve any issues. All prime contractors shall sign coordination drawings.
3. Upon completion of this process, coordination drawings shall be returned to the project expediter for coordination. The project expediter shall distribute to each prime contractor a set of the final coordination drawings. Signed copies of the final coordination drawings shall be submitted to the designer and owner for information only.
4. Alternatively – BIM coordination model can be used as an alternative method with requirements to be coordinated with designer.

Article 19 – Changes in the Work

Paragraph “c” section 1, add the following to the end of section 1: Unit prices shall include all direct and indirect cost, all time and all overhead and profit for each unit.

Paragraph “f” add the following to the end of the paragraph: Change order breakdown shall include: Labor and material quantities and unit prices for both work performed by subcontractors and for work performed by prime contractors. Subcontractor quotes shall be presented on each contractor letterhead. Failure by the contractor to provide the break down information indicated in this paragraph shall result in rejection of the change order by the designer and a request for resubmission. Delay in the processing of the change order due to lack of proper submittal by the contractor in accordance with this paragraph shall not constitute grounds for a time extension or basis for a claim.

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

Paragraph “b”, replace with the following new paragraphs:

Time – Base Bid:

The GC shall commence work to be performed under this agreement on a date to be specified in a written order from the designer and shall fully complete all work by **August 07, 2026** to Substantial Completion or Beneficial Occupancy whichever occurs first. For each day in excess of the above number of days, the GC shall pay the Owner the sum of **Five Hundred Dollars (\$500)** as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said GC to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.

Paragraph “g” add the following new paragraph: Restrictions on working hours and days may be enforced by the University at certain times of the year. These may include:

- a. During examination periods occurring in December and April for two weeks.
- b. Graduation, generally one day in May.
- c. Student move in/move out days, generally twice a year for three days.

During exam periods, the contractor will restrict noise making activities to limit noise between the hours of 8 am to 5 pm. When work is in, or near a building in which examinations are being conducted, the contractor will be required to restrict operations which are disturbing to students during the hours of the exams.

Paragraph “h”, add the following new paragraph: The GC shall furnish such manpower, materials, facilities, and equipment, and shall work such hours, including night shifts, overtime operations, Sundays and holidays, as may be necessary to insure the progress and completion of the work in accordance with the approved and currently updated progress schedule. If the progress of the work falls behind the currently

updated and approved progress schedule, and in the opinion of the designer, it appears likely that the work will not be completed within the contract time, the GC agrees to undertake some or all of the following actions at no additional cost to the Owner: Prepare a progress recovery schedule to meet the required completion date; increase manpower in quantities and crafts; increase the number of working hours per shift, shifts per day, working days per week, quantity of equipment, or any combination of the foregoing; and reschedule activities to achieve maximum practical concurrence. Failure of the GC to comply with the requirements of the recovery schedule may be considered grounds for a determination by the Owner that the GC is failing to prosecute the Work with sufficient diligence to ensure its completion within the contract time.

Article 25 – Final Inspection and Acceptance

The Designer will act as SCO final inspector in all areas except electrical. Designer shall be substituted for all reference to SCO inspector in Article 25.

Add the following to the end of the paragraph “a”:

The following items shall be completed prior to scheduling a final inspection:

1. The Owner’s training conducted with approved operation and maintenance manuals

Article 31 – Request for Payment

Paragraph “a” add number 6.

Following are requirements for reduction of the 5% retainage of the contract:

1. Not before beneficial occupancy or final acceptance, whichever occurs first.
2. Submission and approval by the designer of as built drawings and warranties as established in the specifications.
3. Completed GC evaluations when applicable.

Add to Paragraph “d”: No payment may be made for stored materials which are stored outside of Owner property unless approved by Owner.

Article 39 – Cutting and Patching

Add to the end of Paragraph “a”:

All cutting and patching required to perform the work, and to install the specified products under a particular contract shall be performed under that particular contract. All patching work shall be made by craftsmen skilled in the required work on who may already be engaged on the project. All painting within previously painted areas shall be painted by the contract which caused the need for this painting, unless new finished have been scheduled. All painting shall be by skilled painters who may already be engaged on the project.

Article 40 – Utilities, Structures, Signs

Replace paragraph k with:

GC may use existing elevator, but must provide protection cab, jambs and adjacent building items . It will be the GC’s responsibility to return the existing elevator pre-construction condition prior to substantial completion.

Add paragraph “l”:

It is imperative that campus utilities and other campus services be maintained at all times except for scheduled interruptions. Any necessary utility interruptions shall be cleared by the Capitol Project Coordinator at least 7 days in advance. If necessary, work shall be performed at night, over the weekend, or during holidays. No extra payment will be made for such work. When utility services cannot be interrupted for the length of time required by the contractor, the contractor shall make provisions for

temporary services at the contractor's expense. Road and sidewalk cuts shall be scheduled in advance, and made only after they have been approved by the University. Appropriate detours shall be planned, subject to approval of the University, giving consideration to the handicapped. Warning barricades and signs must be maintained neat and legible at all times. Hand made signs are not acceptable.

Contractors are reminded of the presence on campus of handicapped students, staff, and faculty. All barricades, temporary walkways, excavations, and stockpile materials shall be formed in such a manner as to accommodate and to adequately warn this segment of campus users.

Pedestrian traffic around the construction limits must be maintained in a clean and safe condition at all times. The University reserves the right to proceed with street cleaning should the contractor fail to comply with this requirement, and deduct the cost from the contractor's application for payment.

Article 41 – Cleaning Up

Add paragraph: All contractors shall be aware of the University's concern with maintaining a clear and neat construction site. No construction materials shall be stored outside the staging area. To that extent, all contractors are responsible for maintaining staging areas, campus streets, parking lots, walks and litter or debris of any form. All mud collected on vehicle wheels must be cleaned off before leaving the site. Any mud or debris from the construction project collected on the streets shall be removed immediately. The Contractors shall consider in their bid that the University will require contractors to clean streets adjacent to the project on a daily basis. The University reserves the right to proceed with street cleaning and general housekeeping of the site should the contractor fail to comply with this requirement, and deduct the cost from the contractor's contract.

Storage of construction materials shall be limited to the staging area. Should the contractor fail to remove any material stored outside the staging area within 24 hours of notification received from the designer, the University may have these materials hauled off campus by the University at the Contractor's expense. The delinquent contractor shall be responsible for any delay to the project resulting from the University hauling off construction materials stored outside the staging area.

Where equipment must cross walks, landscaping areas, or ramps, the contractor shall provide ¾" plywood sheets for protection of these areas.

The construction site and staging areas as well as adjacent campus areas shall be kept free of trash, litter, and debris at all times.

Grass in the construction site shall be mowed as often as required to maintain a neat appearance.

Tree protection shall extend at least to the dripline of the trees to be protected. Unless otherwise shown on the drawings, minimum tree protection shall include four foot landscaping fencing supported with steel stakes four foot on center. All areas under the drip line of trees are off limits to vehicular traffic unless protected by plywood.

Landscape protection when required, shall be installed prior to the initial grading stage. No storage of any kind, access, or activity of any kind will be permitted inside the landscaping protection areas. The contractor shall give the Designer a minimum of 2 weeks notice in advance for the University to remove trees and shrubs to be retained.

When required by the drawings, a construction fence shall be installed. The fence shall be construction of heavy duty chain link material, have a minimum height of six feet and it shall have a continuous top tubular rail. Swing gates shall be included at all and every access to the enclosed area.