

## 00 22 13 – Supplementary Instructions to Bidders

### 1. General

- A. The Consultant shall obtain the current edition of Duke University's Supplementary General Conditions and Special Conditions from Facilities Management Department Construction Services. This document will be furnished as a hard copy and/or electronically.
- B. This document is a minimum standard. The Consultant's standard form of general requirements can be used, provided the Consultant coordinates the document with Duke University Special Conditions, the Contract Administrator, and the Office of Project Management.
- C. For all design work for Duke University and the Duke University Health System, planners, designers and engineers shall confer with the Facilities Management Department (FMD), and/or Facilities Planning Design and Construction (FPDC) regarding the applicability of the FM Global Standards (Duke Insurance carrier) in relation to these Design Guidelines and applicable local codes.
- D. The University shall provide information in electronic format. These computer based data/files are the property of Duke University.

### 2. Special Conditions / Construction Contracts

#### A. Project Superintendents

1. General Contractor's superintendent. The General Contractor's superintendent or any of the major Subcontractors' superintendents shall not be changed or removed during the life of the project without prior approval of the Owner.

#### B. Preconstruction Conference

1. Prior to starting any work on the site, the Contractor, Owner and Architect shall conduct a preconstruction conference at a location, time and date to be determined. The Contractor is to make arrangements for his Project Manager and superintendent to attend, along with representatives of the major subcontractors. The Architect will make arrangements for the Engineers and other project design team members to be present. At this time all parties will discuss the project, its schedule, and the administrative procedures required by the contract documents. Specific details regarding access to the construction site shall be discussed and traffic routes for vehicles, deliveries and pedestrians determined per direction of the Office of Project Management.

#### C. Pre-Excavation Procedure and Conference

1. No excavation and/or subsurface investigation will be allowed by the Contractor until the following procedure is completed, excavation permit is obtained and clearance is received from the Owner:
  - a. Centerline of trenches shall be laid out.
  - b. The extent of any general excavation shall be laid out.
  - c. The location of proposed soil borings shall be determined.
  - d. The Owner will coordinate utility surveys and any existing utilities that are within or in close proximity to the excavation site will be clearly marked. The utilities will be physically located by hand excavation, if necessary, and locations and elevations will be determined for the record. Soil borings that are in close proximity to utilities will be relocated as agreed upon by all parties. Landscape or vegetation conflicts will also be identified prior to excavation and mitigation of any conflicts will be coordinated by the Owner.
  - e. The Owner will conduct a pre-excavation conference at the site of the excavation(s) with the Contractor's superintendent and the excavation Subcontractor.
  - f. North Carolina One-Call shall be contacted to verify the location of all utilities prior to any digging.
2. After the above procedures are completed, then and only then will the Contractor be given clearance to begin excavation. The layout of the trenches, excavations, soil borings, etc. will be the responsibility of the Contractor. The utility surveys and locations of same will be the responsibility of the Owner.

#### D. Service Continuity

1. Utilities and services shall not be interrupted without the Owner's approval as to time and duration. No utilities and services serving existing facilities shall be discontinued until the new service connections are installed unless temporary connections are installed to serve the existing facilities. Owner's representative must be present at all service interruptions.

### 3. Nondiscrimination in Employment

- A. In connection with the performance of work under contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, age, religion, color, national origin, disability or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading and/or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter

in conspicuous places, available for employees and applicants for employment, notices to be provided by the Owner setting forth the provision of the nondiscrimination clause. In addition, the Contractor agrees to comply with the Immigration Reform and Control Act of 1986.

1. The Contractor further agrees to insert the aforementioned provisions in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
  2. The Contractor will furnish all information and reports required by the Owner and will permit the Owner to observe conditions at the job site and review procedures of the Contractor's personnel administration office to ascertain compliance with this section.
  3. Prior to award of the contract, the successful bidder shall submit evidence of an affirmative action program. Failure on the part of the Contractor to comply with this section could result in termination of the contract and/or disqualification of the Contractor from participating in other contracts with Duke University for a period of at least two years.
4. Minority and Woman Owned Businesses
- A. Within thirty days after receipt of the Notice to Proceed, the Contractor shall submit to the Owner an initial Minority- and Women-Owned Businesses Bidders Report and MWBE contracts report on forms provided by the Owner. These reports shall be updated monthly.
5. Radiation Shield Testing
- A. Each wall containing lead shielding shall be visually inspected by the Duke University Radiation Safety Officer, or his or her designated representative, upon completion of the lead installation but prior to placement of the final wall covering. Upon completion of the facility, but prior to occupancy, the Duke University Radiation Safety Officer or his designated representative, shall perform a radiation survey of each leaded wall to verify shielding adequacy. In the event that the testing described above reveals deficiencies in the lead shielding, the Contractor shall be responsible for performing the necessary corrections.
6. Medical Center – Smoke Free Policy
- A. There is no smoking allowed in any medical center building whether owned by Duke or not. This includes additions to existing buildings while under construction. The smoking policy for new construction that is totally separate from any existing facility is left to the discretion of the general and/or prime contractors.

7. Owner Furnished Equipment

- A. The general contractor shall receive and store, in an appropriate manner and location, any owner purchased/furnished equipment delivered to the construction site. This does not include furniture or furnishings.

8. Parking Permits (Medical Center Only)

- A. Contractor shall include in his bid the current cost/month/vehicle for parking in a Contractor parking lot. This lot will be designated by FPDC.