



QUACKENBUSH ARCHITECTS + PLANNERS

Project Manual

MIDLANDS TECHNICAL COLLEGE
BELTLINE CAMPUS

VETERANS SUCCESS CENTER RELOCATION

Columbia, South Carolina

Architect's Project Number 22.305.01

BID SET
3.17.2023

PROJECT DIRECTORY

Owner	Midlands Technical College	
Architect-of-Record	Quackenbush Architects + Planners 1217 Hampton Street Columbia, SC 29201 (803) 771-2999 Lydia Ureda, NCIDQ	lureda@quackenbusharchitects.com
Mechanical Engineer	Swygert & Associates, Ltd. 1315 State St. Cayce, SC 29033 (803) 791-9300 Bill Livingston	bill@swygertassociates.com
Electrical Engineer	Belka Engineering Associates 7 Clusters Court #201 Columbia, SC 29210 p. (803) 781-3141 f.(803) 781-3142 Attention: Jason Aerheart, PE	jaerheart@bea-consulting.com

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PROJECT NUMBER: MTC 22-12

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SE-311

INVITATION FOR MINOR CONSTRUCTION QUOTES

AGENCY/OWNER: Midlands Technical College

PROJECT NAME: MTC – Veterans Success Center – Beltline Campus

PROJECT NUMBER: MTC22-12 **CONSTRUCTION COST RANGE:** \$ 50,000.00 to \$ 89,000.00

PROJECT LOCATION: 316 South Beltline Blvd., Columbia, SC 29205

DESCRIPTION OF PROJECT: To construct a new Office in Room 103 of the Learning Resource Center Building on the Beltline Campus, to include walls, doors, interior finishes, HVAC and electrical, in accordance with the drawings and specifications dated March 12, 2023 prepared by Quackenbush Architects + Planners.

QUOTE DUE DATE: 5/4/2023

TIME: 2:00 pm

AGENCY PROJECT COORDINATOR: Carey Page

EMAIL: pagewc@midlandstech.edu

TELEPHONE: 803-822-3217

DOCUMENTS MAY BE OBTAINED FROM: www.midlands.edu/procurement

DOCUMENT DEPOSIT AMOUNT: \$ 0.00 **IS DEPOSIT REFUNDABLE** Yes No N/A

PERFORMANCE BOND REQUIRED? Yes No **PAYMENT BOND REQUIRED?** Yes No

Contractors must obtain Documents/Plans from the above listed source(s) to be listed as an official plan holder. All written communications with official plan holders & Contractors submitting quotes will be via email or website posting.

PUBLIC NOTICES: All notices (Notice of Award) shall be posted at the following location: www.midlands.edu/procurement

RIGHT TO PROTEST (SC Code § 11-35-4210) (This only applies to contracts exceeding \$50,000.)

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the State Engineer in accordance with Section 11-35-4210 at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201. EMAIL: protest-ose@mso.sc.gov

All questions & correspondence concerning this Invitation shall be addressed to the A/E.

A/E NAME: Quackenbush Architects + Planners

A/E CONTACT: Lydia Ureda

EMAIL: LUreda@quackenbusharchitects.com

TELEPHONE: 803-771-2999

PRE-QUOTE CONFERENCE: Yes No

DATE: _____ **TIME:** _____

PRE-QUOTE PLACE: _____

QUOTE DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: W. Carey Page

1260 Lexington Dr., Reed Hall Room 119

West Columbia, SC 29170

MAIL SERVICE:

Attn: W. Carey Page

1260 Lexington Dr., Reed Hall Room 119

West Columbia, SC 29170

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) Yes No

APPROVED BY: _____

(OSE Project Manager)

DATE: _____

**SE-331
QUOTE FORM**

QUOTE SUBMITTED BY: _____
(Offeror's Name)

QUOTE SUBMITTED TO: Midlands Technical College
(Agency's Name)

FOR: PROJECT NAME: MTC – Veterans Success Center – Beltline Campus
PROJECT NUMBER: MTC 22-12

OFFER

§ 1. In response to the Invitation for Minor Construction Quotes for the above-named Project, the undersigned **OFFEROR** proposes and agrees, if this Quote is accepted, to enter into a Contract with the Agency in the form included in the Solicitation Documents, and to perform all Work as specified or indicated in the Solicitation Documents, for the prices and within the time frames indicated in the Solicitation and in accordance with the other terms and conditions stated.

§ 2. **OFFEROR** acknowledges the receipt of the following Addenda to the Solicitation documents and has incorporated the effects of said Addenda into its Quote (Check only boxes that apply.):

ADDENDA: #1 #2 #3 #4 #5

§ 3. **OFFEROR** agrees that this Quote, including all alternates, if any, may not be revoked or withdrawn after the opening of quotes, and shall remain open for acceptance for a period of 60 Days following the Quote Date, or for such longer period of time that **OFFEROR** may agree to in writing upon request of the Agency.

§ 4. **OFFEROR** agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Offeror agrees to substantially complete the Work within 60 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

§ 5. **OFFEROR** agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$ 150.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted Contract Time for Substantial Completion, as provided in the Contract Documents.

§ 6. **OFFEROR** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fee, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE QUOTE** \$ _____
(enter **BASE QUOTE** in figures only)

§ 6.1.1 **ALTERNATE NO. 1** \$ _____ to be **ADDED / DEDUCTED** from **BASE QUOTE**.
(circle one)

§ 6.1.2 **ALTERNATE NO. 2** \$ _____ to be **ADDED / DEDUCTED** from **BASE QUOTE**.
(circle one)

SC Contractor's License Number: _____

Classification(s) & Limits: _____

Address: _____

Telephone: _____

E-mail: _____

This Quote is hereby submitted on behalf of the Offeror named above.

BY: _____
(Signature of Offeror's Representative)

(Print or Type Name of Offeror's Representative)

TITLE: _____

DATE: _____

SE-377 MINOR CONSTRUCTION CONTRACT

AGENCY: Midlands Technical College

PROJECT NAME: MTC - Veterans Success Center - Beltline Campus

PROJECT NUMBER: MTC22-12

THIS AGREEMENT is made this the ____ day of ____ in the year Two Thousand ____ by and between

NAME: Midlands Technical College

ADDRESS: 1260 Lexington Dr.

West Columbia, SC 29170

hereinafter called the “Agency”, and

NAME: _____

ADDRESS: _____

hereinafter called the “Contractor.”

WHEREAS, the Agency solicited for construction services, for the work description below:

WORK DESCRIPTION: To construct a new Office in Room 103 of the Learning Resource Center Building on the Beltline Campus, to include walls, doors, interior finishes, HVAC and electrical, in accordance with the drawings and specifications dated March 12, 2023 prepared by Quackenbush Architects + Planners.

WHEREAS, Contractor submitted the lowest responsive and responsible quote to provide the services described above.

NOWHEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Agency and Contractor (hereinafter jointly referred to as the “parties”) agree as follows:

1. CONTRACT TERMS AND EXTENSIONS:

- 1.1 The effective date of this agreement shall be the date at the top of this page. The Date of Commencement of the Work shall be ____, 20____. The Contract Time is established as 60 calendar days and shall be measured from the Date of Commencement.
- 1.2 The Contractor agrees that the Agency shall be entitled to withhold or recover from the Contractor Liquidated Damages in the amount of 150.00 for each Calendar Day the Contractor fails to achieve Substantial Completion of the Work within the Contract Time specified or adjusted as provided in the Contract Documents.
- 1.3 The Agency shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ____, subject to additions and deductions as provided in the Contract documents.
- 1.4 The Construction project is subject to the expenditure limits set forth in SC Code § 11-35-1550 and further explained in the Manual for Planning and Execution of State Permanent Improvements, (the “Manual”). The cost for the original scope of the Contract combined with any modification to the Contract purporting to exceed the limit of \$100,000 is null and void.

2. CONTRACT DOCUMENTS:

- 2.1 Documents forming a part of the contract are:
 - 2.1.1 This Minor Construction Contract (SE-377);
 - 2.1.2 Agency purchase requisition form dated ____; and any modifications issued by the Agency pursuant to this Contract,
 - 2.1.3 The following other documents:
 - Project Drawings & Specifications dated March 17, 2023
 - _____
 - _____

- 2.2 The Contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.
- 2.3 The Contract can only be modified by written agreement signed by both the Agency and the Contractor. The Contract Documents do not create a contractual relationship between the Contractor and any separate Contractor having a contract with the Agency; between the Agency and any subcontractor to the Contractor of any tier; or between any persons or entities other than the Agency and the Contractor.
- 2.4 The “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.
- 2.5 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 2.6 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 2.7 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 2.7.1 The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (a) conditions bearing upon transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, electric power, and roads; (c) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (d) the conformation and conditions of the ground; and (e) the character of equipment and facilities needed preliminary to and during work performance.
- 2.7.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Agency, as well as from the drawings and specifications made a part of this contract.
- 2.7.3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Agency.
- 2.7.4 The Contractor acknowledges that it may be required to accept payment by electronic funds transfer (EFT).

3. AGENCY

- 3.1 The term “Agency” means the Agency or the Agency’s Representative. Agency designates the individual listed below as its Representative, which individual has the authority and responsibility to bind the Agency with respect to all matters regarding the Contract and requiring the Agency’s approval or authorization:
- NAME:** W. Carey Page
- TITLE:** Associate Director of Operations
- ADDRESS:** 1260 Lexington Dr., West Columbia, SC 29170
- TELEPHONE:** 803-822-3217 **EMAIL:** pagewc@midlandstech.edu
- 3.2 The Agency shall furnish, with reasonable promptness, information requested by the Contractor that is necessary for the performance of the Contract Services and under the Agency’s control. Any information or documentation provided by the Agency to the Contractor relating to the Project or Site is provided only for the convenience of the Contractor. The Agency makes no representation or warranty to as to the sufficiency, completeness, or accuracy of such information.
- 3.3 Utility Access and Use:
- If this box is checked, the Agency shall allow the Contractor to use reasonable quantities of water and electricity for construction purposes without charge, as long as these utilities are available and in close proximity to the Work area. Contractor shall be conscientious in controlling excessive or frivolous use of the utilities or the Agency may charge the Contractor for wasteful usage.
- 3.4 Sanitary Facilities:
- The Contractor may use those sanitary facilities designated by the Agency as available for use.
- The Contractor may not use the Agency’s sanitary facilities. The Contractor shall provide sanitary facilities at the job site and maintain same in a clean and sanitary condition for the use of its employees and employees of its subcontractors for the duration of construction. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health and Environmental Control.

- 3.5 Permits, Assessments, and Easements: The Agency shall secure and pay for all building permits, zoning permits, assessments, and easements except as required by the terms of the Contract.
- 3.6 Agency's Architect-Engineer (A/E): The Agency may retain an independent A/E to prepare design documents for the work. In such event, the A/E will be a representative of the Agency during the performance of such work through final completion of such work. In the absence of an independent A/E, the Agency will assign one of its employees to act as A/E for the work. The Contractor shall cooperate with the A/E in the performance of its duties.
- 3.7 Construction by Agency: The Agency may do work with its own forces or award separate contracts for work on the same project. The Contractor shall allow access to the site by the Agency's work force or separate Contractor(s) and shall cooperate in coordinating the progress of the work with the Agency. The Agency shall have the responsibility to coordinate the activities of the various Contractors working at the project location.

4. CONTRACTOR

- 4.1 The term "Contractor" means the Contractor or the Contractor's Representative. Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility to bind the Contractor with respect to all matters regarding the Contract and requiring the Contractor's approval or authorization:
NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____ **EMAIL:** _____
- 4.2 Supervision and Performance of the Work: The Contractor shall supervise, perform, and direct the Work, using the professional skill, care, and attention reasonably required for similar projects. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating the Work, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract and shall complete the Work in accordance with the Contract Documents and deliver the Work to the Agency free and clear of all liens and claims. The Contractor shall, at all times during the progress of the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the agreed to construction schedules.
- 4.3 Employee Discipline: The Contractor shall enforce discipline and good order among the Contractor's and subcontractors' employees, and other persons carrying out the Work. Contractor shall be responsible to the Agency for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- 4.4 Safety: The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site of the Work or adjacent thereto.
- 4.5 Waste Materials and Rubbish: The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Work, the Contractor shall, to the Agency's satisfaction, remove from and about the site, all waste materials, rubbish, surplus material, and Contractor's tools, equipment, machinery.
- 4.6 Recycling: The Contractor shall give preference to the use of products containing recycled content in the performance of the Work. The Contractor shall cooperate with any recycling program established for the site of the work or available through the state or a political subdivision of the state.
- 4.7 Access to the Work: The Contractor shall provide the Agency with unrestricted access to the Work in preparation and progress wherever located.
- 4.8 Use of Site: The Contractor shall confine its operations to the portions of the site identified in the Drawings or otherwise approved by the Agency and shall not unreasonably encumber the portions of the site used for the Work with materials, equipment, or similar items. The Contractor and all subcontractors shall use only such entrances to the Site as are designated by the Agency. During occupied hours, Contractor shall limit construction operations to methods and procedures that do not adversely affect the environment of occupied spaces within the site, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting.

- 4.9 Correction of the Work:
- 4.9.1 The Agency shall have the right and authority to reject Work that does not conform to the Contract Documents. The Contractor shall promptly correct Work rejected by the Agency for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The provisions of this Section apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.
- 4.9.2 If the Contractor fails to correct the Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents or fails to carry out Work or provide information in accordance with the Contract Documents, the Agency may make written demand upon the Contractor to cure its defaults within seven days. Within seven days after receipt of the Agency's demand, the Contractor shall cure its defaults unless the default is such that it is not capable of cure within seven days. If the default is such that it is not capable of cure within seven days, the Contractor shall reach an agreement with the Agency on a plan to cure its defaults within five days after receipt of the Agency's demand. The Contractor shall commence and diligently and continuously pursue the cure of such defaults in accordance with the agreed plan. If the Contractor fails to cure its defaults as heretofore provided, the Agency may order the Contractor, in writing, to stop the Work, or any portion thereof, until the Contractor has eliminated the cause for such order or has provided the Agency with a plan for corrective action acceptable to the Agency. The right of the Agency to stop the Work shall not give rise to a duty on the part of the Agency to exercise this right for the benefit of the Contractor or any other person or entity.
- 4.9.3 Correction after Substantial Completion: If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The Contractor's obligation set forth in this Section 4.9.3 is in addition to the Contractor's obligations under Section 4.11.
- 4.9.4 Nothing contained in this Section 4.9 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of such time period as described in this Section 4.9 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 4.10 Manufacturers' Warranties: At Final Completion of the Work, the Contractor shall furnish the Agency two original complete sets of all manufacturers' warranties, guarantees, parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Work (collectively referred to as "*Manufacturers' Warranties*"), completed in favor of the Agency. These Manufacturers' Warranties are in addition to and not in lieu of the Contractor's warranty set forth in Section 4.11, and the Agency is entitled to look to the Contractor for remedy in all cases where the Contractor's warranty applies regardless of whether a Manufacturer's Warranty also applies. The Agency shall acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and the Contractor shall cause six (6) copies of an acknowledged set to be made and furnished to the Agency. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to the Agency than those terms that are standard for the applicable industries and will either be issued in the first instance in the name of and for benefit of the Agency or be in a freely assignable form and be assigned to the Agency without limitations.
- 4.11 Contractor Warranty: The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and Work will conform with the requirements of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Agency. The Contractor's warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or subcontractors, (iii) improper or insufficient maintenance or operation not the fault of the Contractor or those for whose acts the Contractor is responsible, or (iv) normal wear and tear under normal usage. If required by the Agency, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment and the recommended maintenance thereto to meet the requirements of this Section.
- 4.12 After completion of the Work but no later than the date of Substantial Completion, the Contractor shall submit operation and maintenance manuals, recommended spare parts lists, and copies of all warranties to the Agency. As-Built drawings shall be submitted no later than the Final Completion Date.
- 4.13 Compliance with Law:
- 4.13.1 The Contractor shall comply with and give all notices required by federal, state, county, and municipal laws, ordinances, regulations, and orders bearing on the performance by the Contractor of the duties or responsibilities under this Contract.

- 4.13.2 The Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention to the extent that the same results from its performance of the Work. The Contractor shall promptly, and in no event later than the close of the next business day following receipt, give notice to the Agency by telephone, with confirmation in writing, of receipt by the Contractor of any information relating to violations of laws, ordinances, rules, regulations, and orders.
- 4.14 Subcontractors:
- 4.14.1 The Contractor shall furnish in writing to the Agency for its approval the names of the subcontractors to whom the Contractor plans to award any portion of the Contract Services.
- 4.14.2 Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Contract Services to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Agency.
- 4.14.3 The Contractor shall be responsible to the Agency for acts and omissions of the subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, to the same extent as the acts or omissions of the Contractor hereunder.
- 4.15 Publicity: Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of agencies, without the prior written approval of the Agency.
- 4.16 Indemnification
- 4.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Agency and the Agency's agents and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 4.16.2 In claims against any person or entity indemnified under Section 4.16.1 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 4.16 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 4.17 Shop Drawings and Samples:
- 4.17.1 Contractor shall prepare or cause to be prepared shop drawings for fabricated items. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, brochures, and other data which are prepared by the Contractor, sub-Contractor, manufacturer, supplier, or distributor and depict that portion of the work. Shop drawings shall be submitted, reviewed, and approved by the Contractor prior to submitting to the Agency and A/E. Shop drawings approved by the Contractor shall bear a stamp denoting that they have been review and are "approved" or "approved as noted" or similar designation. Contractor shall submit the number of sets as specified in the plans or specifications or in the absence of a specification submit enough copies for the Agency to retain two copies plus the number desired to be returned to the Contractor. The Agency and A/E will review the shop drawings with reasonable promptness but only for conformity with the design.
- 4.17.2 Contractor shall submit samples as required by the Drawings and Specifications. Samples are physical examples furnished by the Contractor of sufficient size and quantity to provide a good representation of the material proposed to be installed. Samples submitted will not be returned unless requested by Contractor and agreed to by the A/E. The Contractor shall pay shipping costs. The final installed product shall match the approved sample.
- 4.18 Inspection and Testing of Materials:
- 4.18.1 The Contractor shall leave uncovered all areas of work that will be covered that are called out in the construction documents to be left uncovered, or the Agency or A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Agency and A/E of the time requested for an inspection of areas to be covered.
- 4.18.2 If the Contractor covers areas that were to be left uncovered, the Contractor shall cause the area to be uncovered for inspection. After being inspected, the Contractor shall repair the area with craftsmen skilled in the appropriate trades needed for the repair at no additional cost to the Agency.

- 4.19 Substitutions:
- 4.19.1 The Contractor shall submit proposed substitutions to the Agency for the Agency's approval prior to execution of the Work.
- 4.19.2 Reference in the Contract Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use the products of other another manufacturer provided it is an 'approved equal' that meets or exceeds the specification for the specified product. The Contractor must submit adequate information about the product to show that the submitted product meets the level of quality as the product specified.
- 4.19.3 The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval of the Agency.
- 4.20 Receiving and Storing Materials and Equipment: The Contractor shall have an authorized person or persons to receive all items delivered to the site of the Work and shall properly unload, check for completeness of shipment, and in-transit damage. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Contract documents or manufacturer's printed instructions for each product.
- 4.21 Schedule and Reports: Promptly after the award of the Contract, the Contractor shall present a construction schedule in a form satisfactory to the Agency. The schedule shall not exceed the time limits current under the Contract Documents. The Contractor shall update the schedule at appropriate intervals as required by the conditions of the Work, showing the actual progress of the Work and adjustment in completion dates. If the Work falls behind schedule, the Contractor shall present a plan for completion of the Work by the scheduled date for completion.
- 4.22 Time for Completion:
- 4.22.1 If the Contractor is delayed at any time in the commencement or progress of the Work, the Contractor shall make a request for extension of time within seven days of the event giving rise to the request. The Contractor shall adequately document delays of the work that are due to circumstances beyond the control of the Contractor and shall submit the documentation to the Agency with a request for an extension. In the event of ongoing delay, the Contractor shall notify the Agency in its request for an extension of time that the cause of delay is ongoing. In such case, the Contractor shall supplement its request when the cause of delay ends or the project is completed, whichever is sooner.
- 4.22.2 The Agency will review each request for time extension and equitably adjust the time for completion where (1) the event of delay actually impacted the critical path of the project and was beyond the control of the Contractor, and (2) completion of the Work was actually delayed.

5. INSURANCE AND BONDS

- 5.1 Commercial General Liability, Business Automobile Liability, and Worker's Compensation: The Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Contractor from claims set forth below, which may arise out of or result from Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - d. claims for damages insured by usual personal injury liability coverage;
 - e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - g. claims for bodily injury or property damage arising out of completed operations; and
 - h. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.17, Indemnification.

5.1.1 The insurance required by Section 5.1 shall be written for not less than the limits of liability specified below or required by law, whichever is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work set forth in Section 4.9 or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

a. COMMERCIAL GENERAL LIABILITY:

- (1) General Aggregate (per project)..... \$1,000,000
- (2) Products/Completed Operations..... \$1,000,000
- (3) Personal and Advertising Injury..... \$1,000,000
- (4) Each Occurrence \$1,000,000
- (5) Fire Damage (Any one fire)..... \$50,000
- (6) Medical Expense (Any one person) \$5,000

b. BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

- (1) Combined Single Limit\$1,000,000 OR
- (2) Bodily Injury & Property Damage (each) \$750,000

c. WORKER'S COMPENSATION:

- (1) State Statutory
- (2) Employers Liability\$100,000 per Acc.

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 5.1. The umbrella policy limits shall not be less than \$5,000,000.

5.1.2 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, Contractor shall provide to the Agency a written endorsement to the Contractor's general liability insurance policy that:

- a. names the Agency as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
- b. provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insured have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
- c. provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Agency as secondary and noncontributory.

5.1.3 Before commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Agency a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 5.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Agency as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Agency as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the Contractor's final request for payment for the Work and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 5.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

5.1.4 A failure by the Agency either (i) to demand a certificate of insurance or written endorsement required by Section 5.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Section 5.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

5.2 Property Insurance:

If this box is checked, Contractor shall provide the following:

- 5.2.1 Builder's Risk Insurance: Contractor shall purchase property insurance written on a builder's risk "all risk" or equivalent policy form on a replacement cost basis. Contractor shall maintain such property insurance until the Agency has made final payment for the Work or until no person or entity other than the Agency has an insurable interest in the property required by this Section 5.2 to be covered, whichever is later. This insurance shall include and be in an amount sufficient to cover at all times during the performance of the Work, the interests of the Contractor, Subcontractors and Sub-subcontractors in the Project. The property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- 5.2.2 Equipment Breakdown Insurance: In the event the Contractor installs and runs and/or operates (whether for testing or other purposes) heating, air conditioning, and electrical machinery and equipment, the Contractor shall purchase and maintain equipment breakdown (boiler and machinery) insurance, which shall specifically cover such objects during installation and until final acceptance by the Agency. This insurance shall include interests of the Agency, Contractor, and subcontractors at any tier in the Work, and the Agency and Contractor shall both be named insured.
- 5.2.3 Before an exposure to loss may occur, the Contractor shall file with the Agency a copy of each policy that includes insurance coverage required by this Section 5.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.
- 5.2.4 Waiver of Subrogation: The Agency and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 5.2 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor. The Agency or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees, each of the other, by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

5.3 Performance and Payment Bonds:

If this box is checked, prior to beginning work, the Contractor shall deliver to the Agency a Performance Bond and a Labor & Material Payment Bond. Each bond shall be in the amount of 100% of the Contract Sum. The Contractor's Performance Bond shall be in the form of the SE-355, Performance Bond, and the Labor & Material Payment Bond shall be in the form of the SE-357, Labor & Material Payment Bond. The surety company providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property - Casualty." Contractor's failure to provide bonds as herein required shall be an event of default justifying the Agency, in its sole discretion, in terminating this Contract for cause.

6. CONTRACT ADMINISTRATION

6.1 Changes in the Work:

- 6.1.1 Any changes in the work must be approved by the Agency and executed by a modification to the Agency purchase requisition form. The modification must be signed by the Contractor and Agency.
- 6.1.2 At the Agency's request, the Contractor shall prepare a proposal to perform the work of a proposed modification setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. The Agency's request shall include any revisions to the Drawings or Specifications necessary to define the changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Agency and Architect along with all substantiating documentation.
- 6.1.3 In the absence of a total agreement concerning the item(s) for a contract modification, a Construction Change Directive shall be used.

6.1.4 Agreed Overhead and Profit Rates:

For any adjustment to the Contract Sum for which overhead and profit may be recovered, the combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- a. For the Contractor, for Work performed by the Contractor's own forces, not to exceed seventeen (17%) percent of the Contractor's actual costs.
- b. For the Contractor, for Work performed by the Contractor's Subcontractors, not to exceed ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit.)
- c. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, not to exceed seventeen (17%) percent of the Subcontractor's actual costs.

The percentages cited above shall be considered to include all indirect costs including, but not limited to, field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

6.2 Payments:

- 6.2.1 Contractor may submit monthly applications for payment for the Work scheduled to last two months or more in duration. Contractor shall submit only one application for payment for the Work scheduled to last less than two months in duration.
- 6.2.2 If the Contractor intends to submit more than one application for payment, the Contractor shall submit to the A/E, within ten days of Contract award, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the A/E may require. This schedule, unless objected to by the A/E, shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall base its monthly applications for payment on work completed up to the date of the application using the approved schedule of values. The sum of all payments to the Contractor shall not exceed the agreed upon cost of the work set forth in the Minor Construction Contract as adjusted by subsequent modifications to the Contract, if any.
- 6.2.3 Contractor's applications for payment may include materials suitably stored on site for use in the Work provided the Contractor submits:
 - a. Proof of purchase & delivery;
 - b. Documentation showing the location of the material;
 - c. Certificate of insurance for the material with adequate coverage showing the Agency as the certificate holder.
- 6.2.4 The Agency will make payments to the Contractor for completed work based on the actual units or quantity of work completed. The Agency will make payments on the undisputed amounts of an application for payment within 21 days of receipt of the application.
- 6.2.5 Subcontractor Payments (Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended): The Contractor shall pay each subcontractor no later than seven (7) days after receipt of payment from the Agency the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. By appropriate agreement with its subcontractors, the Contractor shall require each subcontractor to make payments to Sub-subcontractors in a similar manner.
- 6.2.6 If the Agency does not pay the Contractor within seven (7) days after the time established in Section 6.2.4 the undisputed amount of a payment request, then upon seven (7) additional days written notice to the Agency, the Contractor may stop the Work until the Contractor has received payment of the undisputed amount owing. The Contract Time and the Contract Sum shall be equitably adjusted by the amount of the Contractor's reasonable costs of shut down, delay and start-up, plus interest as provided for in the Contract Documents.
- 6.2.7 Retainage: The Agency, at its option, may withhold retainage as provided in SC Code § 11-35-3030(4).
- 6.2.8 Final Payment: Upon final payment by the Agency to the Contractor for the Work, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises shall vest in the Agency at no additional cost, free and clear of all any liens and encumbrances created or caused by the Contractor.
- 6.2.9 Withholding of Payments: Payments may be withheld to the extent of, and on account of:
 - a. defective Work not remedied, or Work not performed in accordance with the Contract Documents;
 - b. claims filed by third parties;
 - c. failure of the Contractor to make payments promptly to the subcontractors for labor, materials, or equipment;
 - d. persistent failure to carry perform the Work in accordance with the Contract Documents;

- e. failure by the Contractor to perform its obligations under the Contract Documents; or
- f. a default by the Contractor under the Contract Documents.

The Agency shall promptly notify the Contractor of any reason for withholding payment.

- 6.3 Completion and Closeout: Upon Final Completion of all Work, the Contractor shall notify the Agency of its completion. The Agency shall schedule a Final Inspection and allow the Contractor to demonstrate that all equipment and systems operate as designed. The Agency may elect to have other persons, firms or agencies participate in the inspections. Projects exceeding the Agency's construction procurement certification level shall require an inspection by the Office of State Engineer (OSE) and the State Engineer's issuance of a Certificate of Occupancy. (The Contractor may find Agency construction certification limits on Procurement Services website at <https://procurement.sc.gov/agency/audits/cert-limits>) Final payment will not be due nor retained funds released until:
- a. the Agency agrees that the project is complete;
 - b. OSE or the Agency, whichever has authority, issues a Certificate of Occupancy (SE-585); and
 - c. the Agency receives from the Contractor the following:
 - (1) Affidavit of payment of debts and claims;
 - (2) Consent of Surety, if any, to final payment.

7. DISPUTE RESOLUTION

- 7.1 Both parties shall attempt to resolve disputes through good faith negotiations.
- 7.2 All disputes, claims, or controversies relating to the Contract, that cannot be resolved through good faith negotiations between the parties shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used herein, "the State" includes the Agency and the State Fiscal Accountability Authority.
- 7.3 Interest: Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Agency shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
- 7.4 Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
- 7.5 Continuation of Work: Pending final resolution of any dispute under this Contract, the Contractor will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the Agency will continue to make payments of undisputed amounts in accordance with the Contract Documents.

8. LIMITATION OF LIABILITY

- 8.1 Notwithstanding any other provision of the Contract Documents, but subject to a duty of good faith and fair dealing, the Contractor and Agency waive Claims against each other for listed damages arising out of or relating to this Contract. This mutual waiver includes:
- 8.1.1 For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) reasonable attorney's fees, (vii) any interest, except to the extent allowed by Section 6.3 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency, and (x) damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 8.1.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) reasonable attorney's fees, (vi) any interest, except to the extent allowed by Section 6.3 (Interest); (vii) unamortized equipment costs; and (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Agency.

- 8.2 This mutual waiver is applicable, without limitation, to all listed damages due to either party's termination in accordance with Section 11. Nothing contained in this Section 8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 4.16 (Indemnification).

9. HAZARDOUS MATERIALS

- 9.1 Contractor's Responsibilities with Respect to Hazardous Materials:
- 9.1.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 2.7 and not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Agency of the condition. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.
- 9.1.2 Upon receipt of the Contractor's notice, the Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Agency and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- 9.2 Hazardous Materials Introduced to the Site by Contractor: If the Contractor, its subcontractors, and any party for whom they may be liable, introduces any Hazardous Materials to the Site then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, and/or other remedial action required by applicable law. If any Mold occurs within the Site as the result of the negligent implementation of the Project or the improper functioning of the Conservation Measures, then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, or other remedial action required by applicable law. Except as to the Contractor's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the Agency.

10. MISCELLANEOUS PROVISIONS

- 10.1 Governing Law: This Contract shall be governed by the laws of South Carolina, except its choice of law rules.
- 10.2 Severability: If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 10.3 No Waiver: No course of dealing or failure of the Agency and/or the Contractor to enforce strictly any term, right or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 10.4 Rights Cumulative: Except as otherwise provided in this Contract, (i) rights and remedies available to the Agency and/or the Contractor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Agency and/or the Contractor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- 10.5 Notices: Any notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be sent to the representatives identified in the Part G of the Agreement at the addresses provided therein. The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein provided for.

- 10.6 Economic Conflict of Interest: A Contractor shall not have or exercise any official responsibility regarding a public contract in which the Contractor, or a business with which he is associated, has an economic interest. A person working for Contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If Contractor is asked by any person to violate, or does violate, either of these restrictions, Contractor shall immediately communicate such information to the Agency Representative. The State may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms “business with which he is associated,” “economic interest,” “family member,” “immediate family,” “individual with whom he is associated,” “official responsibility” and “person” have the meanings provided in SC Code § 8-13-100.
- 10.7 Illegal Immigration: Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to SC Code § 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)
- 10.8 Drug-Free Workplace: The Contractor certifies to the Agency that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 10.9 False Claims: According to the SC Code § 16-13-240, “a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty” of a crime.
- 10.10 Non-Indemnification: Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations (SC Code § 11-9-20). It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (SC Code § 11-1-40)
- 10.11 Enforcement and Interpretation of Building Codes: As required by SC Code § 10-1-180), OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Agency and OSE for resolution. When the amount of the contract exceeds the construction procurement certification of the Agency, the Contractor shall not commence the Work before receiving a copy of the Building permit issued by OSE. (The Contractor may find Agency construction certification limits on Procurement Services website at <https://procurement.sc.gov/agency/audits/cert-limits>)
- 10.12 Assignment: The Agency and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by SC Regulation 19-445.2180. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 10.13 Open Trade: During the Contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

11. SUSPENSION OR TERMINATION

- 11.1 Agency Right of Suspension: The Agency may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Agency. Except in the event of suspension due to a default of the Contractor, the Contract sum will be equitably adjusted to reflect reasonable costs actually incurred by the Contractor due to delay or interruption resulting from such suspension.

11.2 Agency Right of Termination:

11.2.1 Termination for Cause: If the Contractor defaults, persistently fails or neglects to perform the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the Contractor. If the Contractor fails to cure such default, failure, or neglect within fifteen days from receipt of the Agency’s notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract and take possession of the area at the Site affected by the Work.

11.2.2 Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work, or terminate this entire Contract, by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the Contractor for Work actually performed before the date of termination. No payments shall be made for Work not actually performed, and no payment shall be made or due for lost profits on account of Work not performed.

11.3 Contractor Right of Termination:

11.3.1 The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the Contractor, for a period of time exceeding 60 consecutive calendar days due to a court order or other public authority having jurisdiction; or a Declared National emergency which requires the work to be stopped.

11.3.2 Agency Failure to Make Payment: Subject to the Agency’s right to withhold payments pursuant to Section 6.2.9, if the Agency fails to make payments to the Contractor as set forth in Section 6.2 and any other applicable provisions of the Contract Documents, the Contractor may, upon thirty (30) days’ prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all Work performed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Work for the Contract Services performed through the date thereof.

AGENCY:

CONTRACTOR:

BY: _____
(Signature of Representative)

BY: _____
(Signature of Representative)

PRINT NAME: W. Carey Page

PRINT NAME: _____

PRINT TITLE: Associate Director of Operations

PRINT TITLE: _____

DATE: _____

DATE: _____

SE-355
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____
 Address: _____

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: _____
 Address: _____

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: Midlands Technical College
 Address: 1260 Lexington Dr
West Columbia, SC 29170

hereinafter referred to as “Agency”, or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: MTC – Veterans Success Center – Beltline Campus

State Project Number: MTC 22-12

Brief Description of Awarded Work: To construct a new Office in Room 103 of the Learning Resource Center Building on the Beltline Campus, to include walls, doors, interior finishes, HVAC and electrical, in accordance with the drawings and specifications dated March 12, 2023 prepared by Quackenbush Architects + Planners.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: Quackenbush Architects + Planners
 Address: 1217 Hampton Street
Columbia, SC 29201

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this _____ **day of** _____, **2** _____
(shall be no earlier than Date of Contract)

BOND NUMBER _____

CONTRACTOR

By: _____
 (Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
 (Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

(Additional Signatures, if any, appear on attached page)

SE-355**PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
 - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
 - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
 - 5.1 Surety in accordance with the terms of the Contract; or
 - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
 - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall be those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
 - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
 - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
 - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
 - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357
LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____
Address: _____

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: _____
Address: _____

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: Midlands Technical College
Address: 1260 Lexington Dr
West Columbia, SC 29170

hereinafter referred to as “Agency”, or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: MTC – Veterans Success Center – Beltline Campus
State Project Number: MTC 22-12

Brief Description of Awarded Work: To construct a new Office in Room 103 of the Learning Resource Center Building on the Beltline Campus, to include walls, doors, interior finishes, HVAC and electrical, in accordance with the drawings and specifications dated March 12, 2023 prepared by Quackenbush Architects + Planners.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: Quackenbush Architects + Planners
Address: 1217 Hampton Street
Columbia, SC 29201

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this _____ **day of** _____, **2** _____
(shall be no earlier than Date of Contract)

BOND NUMBER _____

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

(Additional Signatures, if any, appear on attached page)

SE-357**LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
 5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
 6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
 7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
 - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
 - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-381

CHANGE ORDER NO.: _____

CHANGE ORDER TO MINOR CONSTRUCTION CONTRACT

AGENCY: Midlands Technical College

PROJECT NAME: MTC - Veterans Success Center - Beltline Campus

PROJECT NUMBER: MTC 22-12

CONTRACTOR: _____ **CONTRACT DATE:** _____

This Contract is changed as follows: *(Insert description of change in space provided below.)*

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:		
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Initial Date for Substantial Completion:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order		0 Days
5. New Date for Substantial Completion:		

AGENCY ACCEPTANCE AND CERTIFICATION:

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

BY: _____ **Date:** _____
(Signature of Representative)

Print Name of Representative: _____

Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes No

APPROVED BY: _____ **DATE:** _____
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE

- SE-381, completed and signed by the Agency.
- SE-381, Page 2, completed and signed by the Contractor, A/E and Agency, with back-up information to support request.

CHANGE ORDER REQUEST SUMMARY – MINOR CONSTRUCTION

AGENCY: Midlands Technical College

PROJECT NAME: MTC - Veterans Success Center - Beltline Campus

PROJECT NUMBER: MTC 22-12

This Contract is requested to be changed as follows: *(Insert description of change in space provided below.)*

ADJUSTMENTS IN THE CONTRACT TIME: Requested Change in Days for this Change Order: _____ Days

			(1) Contractor	(2) Subcontractor	(3) TOTAL
Direct Costs (provide back-up, including hourly rates, invoices, manhours, etc.)	1.	Labor			
	2.	Materials (including Sales Tax)			
	3.	Rental Charges			
	4.	Subtotal Direct Costs (sum lines 1 – 3)	\$ 0.00	\$ 0.00	\$ 0.00
Contractor Markup (per AIA A201, Section 7.1.5)	5.	Contractor OH&P (Not to Exceed 17% of line 4, col 1)			
	6.	Subcontractor's OH&P (Not to Exceed 17% of line 4, col 2)			
	7.	Contractor markup on Subcontractor (Not to Exceed 10% of line 4, col 2)			
	8.	Total Contractor Markup (sum lines 5 – 7)	\$ 0.00	\$ 0.00	\$ 0.00
Additional Bonding, Insurance and Permit Costs Associated with Change Order	9.	Bonds			
	10.	Insurance			
	11.	Permits, Licenses or Fees			
	12.	Subtotal (sum lines 9 – 11)	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	13.	Change Order Cost (sum lines 4, 8, 12, col 3)			\$ 0.00

ADJUSTMENTS IN THE CONTRACT SUM: Requested Amount of this Change Order: \$ _____

CONTRACTOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

AGENCY ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

Instruction to Contractor: Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.

SECTION 01 00 00 - MTC GENERAL REQUIREMENTS

1. GENERAL

- 1.1. This document defines the general requirements that govern all work at Midlands Technical College (MTC). It is a part of the Contract and shall have full force and effect and shall be as a part thereof.
- 1.2. Scope of Work of this construction project includes: Constructing a new Office in Room 103 of the Learning Resource Center Building on the Beltline Campus, to include walls, doors, interior finishes, HVAC and electrical, in accordance with the drawings and specifications dated March 12, 2023 prepared by Quackenbush Architects + Planners.
- 1.3. Contractor will provide construction work as described in this paragraph above, and the referenced drawings and specifications, as directed by Owner/Operations Department.

2. PERSONNEL

- 2.1. The Contractor is fully responsible for the performance and conduct of his employees at all times while on MTC campuses. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes, methods of operations.
- 2.2. The Contractor shall not allow any employee to perform work under this contract while under the influence of alcohol, drugs, or any other incapacitating agent. Use of any possession of alcoholic beverage and / or illegal drugs is prohibited on all State property. Violators will be dealt with according to law.
- 2.3. All personnel employed by the Contractor or any representative of the Contractor entering the site(s) shall comply with all security regulations which may be in effect during the contact period and shall be subject to such checks as may be deemed necessary. The Owner has authority to bar an individual from entry onto the site. Such action by the Owner shall not excuse the Contractor from fulfilling all requirements under this contract and shall not be the cause of any claim for additional compensation by the Contractor or claim by the individual.
- 2.4. No weapons of any type (guns, rifles, etc.) are brought on site or any MTC College property.

3. UTILITIES

- 3.1. When available, the Owner will provide utilities for use by the Contractor. The Contractor will provide for all connections, extensions, adaptations, and safety precautions needed in these connections. Utilities in this paragraph are limited to: (1) electrical, (2) water, (3) sanitary, and (4) storm sewer (if applicable). Contractor shall use all appropriate conservation measures. Temporary power, when needed, shall be the Contractor's responsibility.

4. SCHEDULES

- 4.1. If the scope of work or specifications require a schedule, a bar type progress chart will be submitted within 5 working days, identifying the proposed construction schedule. Thereafter a revised chart should be submitted as least every two weeks identifying the original schedule, amended schedule (if any) as well as completed work.

5. OWNER'S USE OF PREMISES

- 5.1. The Owner may continue to use the areas adjacent to the Work site for their intended purpose. The walk paths, sidewalks, and parking areas in the area of the project must be kept clear of materials, dirt, debris, etc., to allow for College traffic. If this is not possible, an approved alternate route of travel must be provided by the Contractor.
- 5.2. Occupancy of buildings: The building(s) will remain occupied during the work. The Contractor is responsible for taking necessary precautions to protect building, contents and personnel from damage to injury from their operations and from water entry into building during operations.
- 5.3. Any requests received by the Contractor from occupants to change the sequence or work must be referred to the Owners project manager for determination. No changes will be made unless agree to in writing by both the contractor and Owner prior to the execution of any agreed upon changes to work sequence.

6. CONTRACTOR'S USE OF PREMISES

- 6.1. No job sign is required. If indicated on the Campus Map, furnish and install material delivery signs as shown. Signs shall be of approved size and color with lettering of approved style and contrasting color so as to be easily visible and readable.
- 6.2. An on-site Construction Office is not required for this work.
- 6.3. Contractor's personnel shall use Contractor provided facilities (toilet, water, vending and break) for all workers.
- 6.4. See Campus Map for site access and Contractor parking. Trucks may not drive on campus sidewalks. Except for permitted deliveries to the facility, and vehicles used in pursuit of the work (as opposed to transport of personnel or materials), vehicles of Contractor and Contractor's personnel shall park only in the area designated.
- 6.5. Lay-Down Areas: Prior to beginning operations, Contractor shall obtain approval of Owner for areas to be used as material storage, hoisting, holding, dumping, porta-pots, etc. Work will be restricted to approved locations.
- 6.6. Dumpsters located on the College Campuses are not for the disposal of construction debris. The Contractor shall be responsible for the disposal construction materials unless specified otherwise in the scope of work.
- 6.7. Contractor may work on the premises at any time. The Owner will be notified in writing if work is planned after normal working hours, on weekends or on holidays. Normal work hours are 7:00 AM until 5:00 PM. Work bid on a lump sum price will include a scheduled completion date and the contractor

will be responsible for completing the work by the scheduled date at the bid price unless the Owner causes a delay which must be agreed in writing when a change or delay is made to the contractor.

- 6.8. Excessively noisy operations shall not be conducted between 8:00 am and 10:00 pm, and otherwise as required by the Owner from time to time. Work at times other than Owner's normal work hours shall be coordinated in advance so the Owner may notify appropriate parties.
- 6.9. The Contractor shall schedule utility interruptions with Owner at least 48 hours in advance. Scheduled interruptions shall be at the Owner's convenience. Do not interrupt any utility service without prior approval for each specific instance. Reschedule any interruption which must be handled other than as originally coordinated.
- 6.10. Before starting excavation, establish location and extent of underground utilities occurring in the area where digging will occur by careful hand excavation.
- 6.11. Immediately report damage to any existing utility encountered. Repair all damage to any active utility. Repair shall be handled as an emergency unless approved by the Owner for handling otherwise. The Contractor shall be responsible for all damage to all underground utilities.

7. DIFFERING SITE CONDITIONS:

- 7.1. The Contractor must promptly and before the conditions are disturbed, notify the Owner in writing of any of the following:
- 7.2. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract document and the contract specifications and drawings.
- 7.3. Previously unknown physical conditions at the site of an unusual nature differing materially from those which may be ordinarily encountered and generally recognized as inherent in work of the character required in this Contract. The Contractor shall take proper measures to prevent damages to underground utilities located in the area of this project. The Contractor shall contact the Owner prior to penetrating the ground for a utility location check.
- 7.4. The Owner will promptly investigate the conditions. If the conditions are found to differ materially from those indicated or anticipated and will cause a change in the date of completion of the work quantity of materials called for in the work of this contract, the Contractor will be entitled to an equitable adjustment.
- 7.5. No claims for adjustment under the previous clause will be considered after completion of the work or following application for payment.
- 7.6. Parking Limitations: Contractor is to confine his operations at the site(s) to only those designed parking areas. There may not be adequate parking for Contractor and his personnel at each site(s).
 - 7.6.1. The Contractor shall not park on the grass or block entrances/exits to buildings. The Contractor will be held responsible for damage to shrubs, lawn and landscape damaged by

their personnel. Temporary parking permits are required and will be provided by Operations or Campus Police.

8. EXIT DOOR ACCESS AND EMERGENCY EGRESS

- 8.1. The Contractor shall keep fire exits free of obstructions at all time. When work occurs within the exit access corridors or within the exit itself, alternate routes for emergency exiting shall be identified by the Owner and appropriate temporary signage posted by the Contractor for the duration of exit access interruption.

9. INSURANCE

- 9.1. Contractor shall add the following wording to their Liability Insurance as required by the State of South Carolina and Midlands Technical College. “Midlands Technical College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students.”

10. MATERIALS

- 10.1. Unless specified otherwise, all materials incorporated into the work shall be new and of first quality.
- 10.2. The Contractor shall closely coordinate all deliveries. Owner will not be responsible for any material delivered to Owner or for any charges arising from Owner's acceptance or refusal of deliveries.
- 10.3. The Contractor shall coordinate deliveries of significantly large, dangerous or otherwise unusual materials with Owner beforehand.
- 10.4. The Contractor shall store materials in a manner that will properly protect them from all contamination and hazards until used or removed from site. Labeled materials shall be kept in original containers until used.
- 10.5. The Contractor shall handle materials in such a manner as to deliver them to the point of use free of all damage, contamination, corrosion, etc.
- 10.6. In handling, storing, and/or disposing of any materials or chemicals considered hazardous or dangerous by South Carolina Department of Health and Environmental Control (SCDHEC), Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), or National Fire Protection Agency (NFPA) and where these governing bodies require special handling, storage, or disposal of the material or chemical, abide by the procedures set forth by the governing body. If the material or chemical is encountered by demolition, excavation, or accident, and the Bidding Documents did not indicate its presence, or probable presence, immediately notify the Owner and proceed as directed. In such an event compensation will be handled by Change order.
- 10.7. The Contractor shall not order/purchase materials, equipment or products that are required to be submitted for Owner/Architect review. Submittals will be specified by the Owner/Architect and must be approved in writing before the Contractor procures the items identified in the submittal listing. It is the Contractor’s responsibility to ensure the timeliness of the submittal process allowing adequate time for the Owner to review and approve the submittal documents.

11. SAFETY

- 11.1. Vehicles are to be locked when parked and unattended. Do not leave vehicles or equipment unattended with motor running or ignition keys in place.
- 11.2. Do not leave tools, materials, or trash unattended, unless secured in a safe manner.
- 11.3. Open fires are prohibited.

12. SECURITY

- 12.1. Contractor personnel are to limit fraternization with faculty, staff and students to the work of this Contractor only as necessary to coordinate activities of this Contract.
- 12.2. The Contractor is required to keep the site safe from intrusion(s) by public or College personnel. The Contractor shall notify the Owner immediately of unsafe conditions and incidents. Contractor's employees will not fraternize with occupants. If a problem occurs with a particular occupant the Contractor shall contact the Owner's designated representative.
- 12.3. The Owner and Occupants are not responsible for equipment, tools or materials lost from the result of being left unattended, misplaced or unsecured. Contractor's materials and tools are subject to theft. It is suggested that materials be kept in one location where practical and under lock and key.

13. PAYMENT PROCEDURES

- 13.1 Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 13.1.1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - 13.1.1.a. Application for Payment forms with continuation sheets.
 - 13.1.1.b. Submittal schedule.
 - 13.1.1.c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 13.1.2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- 13.2 Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
 - 13.2.1. Identification: Include the following Project identification on the schedule of values:
 - 13.2.1.a. Project name and location.
 - 13.2.1.b. Contractor's name and address.
 - 13.2.1.c. Date of submittal.
 - 13.2.2. Arrange schedule of values consistent with format of AIA Document G703.

- 13.2.3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 13.2.3.a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 13.2.4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 13.2.5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 13.2.5.a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 - 13.2.6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 13.2.7. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
 - 13.2.8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - 13.2.8.a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 - 13.2.9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- 13.3. Application for Payment - Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Government.
- 13.3.1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- 13.4. Payment Application Times: The date for each progress payment is indicated in the Agreement between Government and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- 13.5. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- 13.6. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
- 13.6.1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

- 13.6.2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 13.6.3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 13.6.4. Indicate separate amounts for work being carried out under Government-requested project acceleration.
- 13.7 Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
- 13.7.1. Provide certificate of insurance, evidence of transfer of title to Government, and consent of surety to payment, for stored materials.
 - 13.7.2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 13.7.3. Provide summary documentation for stored materials indicating the following:
 - 13.7.3.a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - 13.7.3.b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - 13.7.3.c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- 13.8 Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- 13.8.1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- 13.9 Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
- 13.9.1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 13.9.2. When an application shows completion of an item, submit conditional final or full waivers.
 - 13.9.3. Government reserves the right to designate which entities involved in the Work must submit waivers.
 - 13.9.4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 13.9.5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Government.
- 13.10 Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
- 13.10.1. List of subcontractors.
 - 13.10.2. Schedule of values.

- 13.10.3. Contractor's construction schedule (preliminary if not final).
 - 13.10.4. Products list (preliminary if not final).
 - 13.10.5. Submittal schedule (preliminary if not final).
 - 13.10.6. Copies of building permits.
 - 13.10.7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 13.10.8. Initial progress report.
 - 13.10.9. Report of preconstruction conference.
 - 13.10.10. Certificates of insurance and insurance policies.
 - 13.10.11. Performance and payment bonds.
 - 13.10.12. Data needed to acquire Government's insurance.
- 13.11 Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
- 13.11.1. Evidence of completion of Project closeout requirements.
 - 13.11.2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 13.11.3. Updated final statement, accounting for final changes to the Contract Sum.
 - 13.11.4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 13.11.5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 13.11.6. AIA Document G707, "Consent of Surety to Final Payment."
 - 13.11.7. Evidence that claims have been settled.
 - 13.11.8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Government took possession of and assumed responsibility for corresponding elements of the Work.
 - 13.11.9. Final liquidated damages settlement statement.

14. SUBMITTALS

- 14.1. Submittals will be required by the technical sections of the design documents issued to the Contractor by the Owner in the contract documents. This paragraph governs the form of the required submittals.
- 14.2. Make submittals of shop drawings, product data, samples and other items required by the Contract Documents in accordance with the provisions of this paragraph, and revise and resubmit as necessary to establish compliance with the specified requirements. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted. Verify that each item, and the submittal for it, conform in all respects with the specified requirements. Determine and verify field measurements, field construction criteria, catalog numbers and similar data, and conformance with specifications. By affixing the contractor's signature to each submittal, certify that this coordination has been performed.
- 14.3. Begin no fabrication or work which requires submittals until return of submittals with Architect's approval.

15. SHOP DRAWINGS

- 15.1. Shop Drawings will be submitted for approval when required by the technical section(s) of the contract documents.
- 15.2. Shop Drawings will include fabrication, erection, and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cut sheets of products, entire catalogs, pamphlets, descriptive literature, and performance and test data.
- 15.3. Shop Drawing(s), other than printed materials, (i.e. catalogs, pamphlets, etc.) shall be submitted in form approved by Owner. Upon approval, any reproducible shop drawing will be returned to the Contractor, who will then distribute to subcontractor(s) and manufacturer(s) as necessary and two "approved" print copies to Owner.
- 15.4. The Contractor shall allow ten working days for approval of all shop drawings. Sprinkler shop drawings, if applicable to the project, should be submitted to the Division of State Fire Marshall for their review and approval as required by codes and laws.
- 15.5. Make shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- 15.6. If not specified otherwise for a particular item or a particular division in the technical specifications submit shop drawings in the form of one sepia transparency of each sheet. Blueprints only will not be acceptable. Review comments by the Architect will be shown on the sepia transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purpose.

16. MANUFACTURERS' LITERATURE (PRODUCT DATA)

- 16.1. The Contractor shall clearly show which portions of the data sheet contents are being submitted for review, especially when contents of submitted literature from manufacturers includes data not pertinent to the submittal.
- 16.2. The Contractor shall modify the manufacturer's standard schematic drawings and diagrams to delete information that is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.
- 16.3. If not specified otherwise for a particular item or a particular division in the technical specifications, submit the number of copies that are required to be returned, plus two copies that will be retained by the Architect. Coordination Drawings: Coordination Drawings are required where work of trades involves scheduling sequences of materials, finishes or testing when necessary for proper coordination of trades, timely progress of the work or necessary sequencing of work by time, by area or by trade for the convenience of the occupants, if indicated by the Owner.

17. SAMPLES

- 17.1. If not specified otherwise for a particular item or a particular division in the technical specifications, submit required samples, free of all charges and encumbrances, at the Architect's office, the Owner's office, the project site, or the Owner's warehouse, as arranged with the Architect in each instance.

Sample shall be accurate in every detail as a representation of the finished article in the Work, and shall be retained by the Architect for duration of the Work. Upon completion, arrange to have the sample picked up at no expense to the Architect or to the Owner and removed from the Architect's or Owner's premises.

- 17.2. The Contractor shall accompany each submittal with a letter of transmittal showing all information required for identification and checking, and listing all deviations from the requirements of the Contract Documents. Also list all changes in the Work required to accommodate any deviations proposed in the submittal.
- 17.3. Approval by the Architect does not relieve the Contractor from responsibility for errors that may exist in the submittal, or for deviations which are not specifically listed prior to approval.
- 17.4. Any changes in the Work required to accommodate deviations from the Contract Documents shall be made at no additional cost to the Owner unless specifically approved by a Change order issued in conjunction with approval of the deviation
- 17.5. The Contractor shall deliver all submittals to the Architect for consideration as soon as possible after award of Contract.
- 17.6. The Contractor shall make submittals of all related materials and equipment at the same time.

18. WORKMANSHIP

- 18.1. State design and construction must comply with the codes and standards, along with their published errata and other requirements listed in this Chapter. If there is any conflict between the codes, standards, and/or regulations listed herein, the more stringent requirement controls. Designers and Agency reviewers should ensure they have the latest errata for indicated editions to International Codes, other codes and standards.
- 18.2. Codes editions in force at the time of first submittal govern throughout the project, unless: (1) Otherwise permitted by OSE; or (2) Design is delayed for more than 6 months and OSE adopts editions that are more current in the interim. No project may use a code that is older than one previous adopted edition.
- 18.3. In accordance with SC Code Ann §§ 1-34-10 thru 70 & § 10-1-180, OSE has adopted the following codes:
 - A. International Building Code (IBC), 2018 Edition,
 - B. International Existing Building Code (IEBC), 2018 Edition,
 - C. International Fire Code (IFC), 2018 Edition,
 - D. International Energy Conservation Code (IECC), 2009 Edition,
 - E. International Fuel Gas Code (IFGC), 2018 Edition,
 - F. International Mechanical Code (IMC), 2018 Edition,
 - G. International Plumbing Code (IPC), 2018 Edition, with the following insertions:
 1. Section 305.4.1, insert “18” and insert “18”
 2. Section 903.1, insert “8”
 - H. International Private Sewage Disposal Code (IPSDC), 2018 Edition,

- I. International Property Maintenance Code (IPMC), 2018 Edition,
- J. International Residential Code for One and Two Family Dwellings (IRC), 2018 Edition, with the following insertions: 1. P2603.5.1, insert “12” and insert “24”
- K. International Wildland – Urban Interface Code (IUIWIC), 2018 Edition,
Note: The IUIWIC does not supersede existing statutory requirements.
- L. International Code Council Performance Code (ICCP), 2018 Edition, upon State Engineer’s approval.
- M. International Swimming Pool and Spa Code (ISPS), 2018 Edition,

- N. Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, ICC 300-2017 Edition
- O. National Electrical Code (NEC) [NFPA-70], 2017 Edition

- P. National Electrical Safety Code, IEEE-C2-2017 Edition

- Q. Latest edition of the ICC A117.1, Accessible and Useable Buildings and Facilities. Note that this is the standard adopted by the South Carolina Accessibility Act, but this requirement does not relieve the Agency or the design professional from the Federal Statutory requirements that design and construction comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities. See <http://www.accessboard.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards>.

- R. State Fire Marshal rules, regulations, and policies. See <http://www.scfiremarshal.llronline.com>

- S. South Carolina Elevator, Code, & Regulations. [1]: See <http://www.llr.state.sc.us/Labor/ElevatorAmusement/index.asp?file=bungee.htm>

- T. State of SC Telephone Equipment Room and Communications/Data Systems Policies as formulated by the Division of State Information Technology (DSIT).

- U. Governors executive Order No. 82-19 (April 1982) – State of SC Building Standards in Floodplain Areas.

- V. The South Carolina Modular Buildings Construction Act S.C. Code § 23-43-10 et. Seq.

- 18.4. All items shall be installed in a workmanlike manner in accordance with best-recognized practice in the field concerned. Manufactured items shall be installed in strict accordance with manufacturer's printed directions, specifications, and/or recommendations for an installation of highest quality. All working parts shall be properly adjusted after installation and be left in perfect working order. Unless otherwise indicated, items exposed to weather, or subject to flooding or wetting shall be installed so as to shed and not hold water. Items shall in all cases be installed plumb and true and/or in a proper relationship to surrounding materials.

- 18.5. The State Engineer shall determine the enforcement and interpretation of all the codes and referenced standards on State Buildings.

19. PROGRESS INSPECTIONS

- 19.1. The Contractor shall notify Architect prior to covering up any work. Provide adequate time notification for an inspection with the Architect's representative.
- 19.2. The Contractor shall provide labor, tools, and materials for immediate correction of any discrepancy noted at the time of the inspection.
- 19.3. The Contractor shall correct deficiencies and have the work found deficient re-inspected prior to covering up the work inspected.

20. RECORD DOCUMENTS

- 20.1. Contractor shall maintain one set of plans and specifications onsite in a secure area that is protected from deterioration or loss. Job set of blue or black line white-prints of contract drawings, shop drawings shall be kept clean and undamaged and presentable for scanning/reproduction. The Contractor shall provide access to the record documents for the Architect and Owner's reference during normal working hours.
- 20.2. Record Product data and Record Maintenance Manuals collectively shall show name, address and telephone number (if available) of the manufacturer and supplier of every non-generic item used in the Work, as well as the names, addresses, telephone number, and person to contact for every subcontractor, fabricator, and supplier used in the Work, together with the specific nature of the work performed or supplies furnished by each. One complete set of approved Record Product data submittals will be required. Three sets of Maintenance Manuals will be required; two shall be complete but the third need not duplicate submittals in the record product data submittal.
- 20.3. Mark the job set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Post changes within 24 hours, or before work is covered up. Mark job sets with colored erasable pencil; use various colors to distinguish between variations in separate categories of the work. Mark new information that is important to the Owner, but was not shown on contract drawings or shop drawings. Note related change order numbers where applicable. As-built drawings include but are limited to; site work, civil, architectural, mechanical, electrical, plumbing, fire protection, communication, ventilation, etc.
- 20.4. Show job set of record drawings, by dimension accurate to within one inch, the actual location of all elements of the Work (such as but not limited to piping, conduit, terminal boxes, etc.,) concealed underground or in construction, referenced to visible and accessible features of the structure or permanent surface improvements. Include items above ceilings. Clearly identify the item by accurate note.
- 20.5. The Architect and/or Owner will inspect the final as-built drawings for accuracy and neatness.
- 20.6. If changes to the as-built drawings are required, the Architect and/or Owner will return them to the Contractor with a list of the required changes. Make required changes and promptly deliver the final project record drawings to the Architect/Owner.

- 20.7. Maintain one complete copy of the project manual, including addenda, and one copy of other written construction documents such as change orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the rest of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawings information and product data. Upon completion of the Work, submit record Specifications to the Architect/Owner for the Owner's records.
- 20.8. Maintain one copy of each product data submittal. Mark these documents to show significant variations in the actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change orders and mark-up of record drawings and Specifications. Upon completion of mark-up, submit complete set of record Product data to the Architect/Owner for the Owner's records.
- 20.9. These requirements shall be observed as minimum requirements for maintenance manuals required in this and other sections of the specifications. Additional requirements imposed by other sections shall be observed as to the specific section by which imposed. The requirements imposed by this and other sections do not require separate sets of manuals in order to satisfy both; submit the minimum number of manuals required to comply with the most demanding and include all information needed to comply with both.
- 20.10. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 3-ring vinyl-covered binders of proper capacity, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
- A) Manufacturer's name and address,
 - B) Supplier's name and address,
 - C) Model number of each item included,
 - D) All nameplate data for each item; identify item by use/location for each nameplate for multiple items; show for each nameplated component of item,
 - E) Spare parts list,
 - F) Copies of warranties,
 - G) Wiring diagrams,
 - H) Shop Drawings and Product data,
 - I) Fixture lamping schedule,
 - J) Filter schedule,
 - K) Inspection procedures,
 - L) All applicable maintenance procedures,
 - M) All recommended maintenance cycles,
 - N) All operating procedures, and
 - O) Emergency instructions.

- 20.11. Provide three copies of each maintenance manual including all such pertinent information as is applicable, collectively including each item of equipment or material installed in the Work which can be operated and/or maintained, or, if non-generic, replaced.

21. CLEANING

- 21.1. Store items in an orderly arrangement and in a place suitable to the Owner. Daily, and more often if necessary, restack, tidy, or otherwise service stored materials to maintain orderly arrangement.
- 21.2. Maintain the site in a neat and orderly condition at all times. Do not allow accumulation of scrap, debris, waste material, or other items not required for this work.
- 21.3. Provide suitable containers for trash of any nature generated by the Contractor's operations or his personnel and dispose of said trash daily. Immediately recover any such trash carried or blown beyond the site of the work. Owner's trash cans and dumpsters are not for Contractor's use. All waste materials and trash shall be disposed of off-campus.
- 21.4. Contractor's personnel shall ensure their routes of travel and College-owned facilities, especially sidewalks, floors, door handles, fixtures, etc., are not inordinately fouled by substances such as grease, mud, tar, etc., which makes use of the facility less pleasant for others. Immediately clean up any such substances resulting from Contractor's presence. Cleaning by Owner, if necessary, will be done without further notice. Damage which requires a special effort on the Owner's part to clean up, repair, or replace will be at the Contractor's expense.
- 21.5. Remove all leftover materials, waste, scrap and debris generated by Contractor or his personnel.
- 21.6. Remove all traces of soil, grease, mastic, waste materials, adhesives, dust, dirt, and other foreign materials from sight-exposed surfaces.

22. PROTECTION OF EXISTING PROPERTY

- 22.1. The Contractor shall be responsible for all damages caused by the Contractor, the Contractor's subcontractors, or the Contractor's or subcontractors' suppliers, suppliers' shippers, and/or delivery men to trees, shrubs, sod, soil, utilities, buildings, sidewalks, gates, roadways, bodies of water, or any other property of the Owner.
- 22.2. The Contractor shall remedy damages by returning the property to its "pre- construction" state. Any College property damaged shall be repaired, reconstructed, or replaced by the Contractor or at the Contractor's expense to quality standards set by the Architect.
- 22.3. Damages which disrupt the Owner's conduct of business or the usefulness of Owner's facilities which remain in use during the term of this Contract shall be repaired immediately, as an emergency, or as otherwise approved by the Owner,
- 22.4. If the Contractor does not diligently pursue repairs to damaged property, the Owner may pursue repairs by the Owner's own forces or by another contract. All costs incurred by the Owner pursuant to such repairs will be passed on to the Contractor by Change order.

- 22.5. The Architect shall make the final determination as to the acceptability of the results of any action necessary by the Contractor to return the property to its "pre- construction" state.
- 22.6. Guarantee under the Contractor's General Warranty any property replaced or repaired by the Contractor.

23. OPERATING AND MAINTENANCE INSTRUCTIONS

- 23.1. Prior to Substantial Completion arrange for each installer of equipment that requires operation or regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Provide adequate time for proper instruction. Do not short-schedule too many too close together. Include a detailed review of each of the following items which is applicable:
 - A) Maintenance manuals,
 - B) Record documents,
 - C) Spare parts and materials,
 - D) Tools,
 - E) Lubricants,
 - F) Fuels,
 - G) Identification systems,
 - H) Control sequences,
 - I) Hazards,
 - J) Cleaning,
 - K) Warranties and bonds,
 - L) Maintenance agreements and similar continuing commitments, and
 - M) Other items/matters applicable to the item in question.
- 23.2. As part of instruction for operating equipment, demonstrate each of the following procedures which is applicable:
 - A) Start-up,
 - B) Shut down,
 - C) All operating adjustments and procedures,
 - D) All maintenance procedures,
 - E) All diagnostic procedures,
 - F) Emergency operations,
 - G) Safety procedures,
 - H) Noise and vibration adjustments,
 - I) Economy and efficiency adjustments,
 - J) Effective energy utilization, and
 - K) Other procedures applicable to the item in question.

24. SUBSTANTIAL COMPLETION

- 24.1. Substantial Completion requires all materials and equipment to be installed and operational to the extent the Owner can use the Work for its intended purpose.

- 24.2. When the Contractor feels the project is substantially complete, the Contractor shall notify the Architect and the Owner in writing.
- 24.3. Within a reasonable time after receipt of the list, the Architect will inspect to determine status of completion.
- 24.4. Should the Architect determine that the work is not substantially complete the Architect promptly will so notify the Contractor.
 - 24.4.1 The Contractor shall remedy the deficiencies and notify the Architect when ready for re-inspection.
 - 24.4.2 The Architect will re-inspect the Work.
- 24.5. When the Architect concurs that the work is substantially complete:
 - 24.5.1 The Architect will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - 24.5.2 The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

25. FINAL COMPLETION

- 25.1. Final Completion shall be achieved no later than thirty (30) days after Substantial Completion, unless a later date is established on the Certificate of Substantial Completion.
- 25.2. When the Contractor corrects all deficiencies on the punch list generated from the Substantial Completion Inspection Section above, the Contractor shall notify the Architect and Owner in writing.
- 25.3. Before notifying the Architect of Final Completion status, certify that:
 - 25.3.1 The Contract Documents have been reviewed.
 - 25.3.2 Work has been inspected for compliance with the Contract Documents.
 - 25.3.3 Work has been completed in accordance with the Contract Documents.
 - 25.3.4 All systems have been tested and are operational.
 - 25.3.5 Work is completed and ready for final inspection.
- 25.4. The Architect will make an inspection to verify status of completion.
- 25.5. Should the Architect determine that the work is incomplete or defective:
 - 25.5.1 The Architect promptly will so notify the Contractor.
 - 25.5.2 The Contractor shall remedy the deficiencies promptly, and notify the Architect when ready for re-inspection.
 - 25.5.3 The Architect will re-inspect the work.
- 25.6. When the Architect determines that the work is acceptable under the Contract Documents the Architect will request the Contractor to make closeout submittals.

26. CLOSEOUT SUBMITTALS

- 26.1. Before applying for final payment, furnish to the Owner:
- 26.2. A hard-backed binder (3-hole punch/tabbed binder) containing the following:
 - A) A typewritten materials list, in triplicate, showing every manufacturer item/material used in the job. Include catalog number, manufacturer's name and address, distributor's name and address. Type lists neatly and index according to respective specification sections of work,
 - B) A list of all subcontractors, including fabricators, used in the work, and the nature of the work performed by each. Show company name, address, and telephone number. If Company has more than one office, show data for the office handling the work and the home office,
 - C) A properly executed Contractor's General Warranty form, and
 - D) All other warranties, forms, certifications, and other documents required by the technical specifications.
- 26.3. Project Record Documents described within these General Requirements.
- 26.4. All keys and control or security components that are not a permanent part of installed equipment.

27. WARRANTY

- 27.1. The Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 27.2. The period of the warranty shall be for one year (365 calendar days) from the date of Substantial Completion for all work described in the contract documents and any approved change orders. The Contractor is required to honor any special warranties which may be required in the scope of work as described in the specifications and contract documents.