	Fort Mill School District Addendum #1	Solicitation Number: #22-028 Date Issued: June 5, 2023 Procurement Specialist: Kelly Keniston Phone: (803) 548-8202 E-Mail Address: kenistonk@fortmillschools.org
--	--	---

DESCRIPTION: **NFHS – Alternative School**

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:	
	PHYSICAL ADDRESS: FORT MILL SCHOOL DISTRICT 2233 DEERFIELD DRIVE FORT MILL, SC 29715

SUBMIT OFFER BY: **Thursday, June 8, 2022 at 2:00 pm**

QUESTIONS MUST BE RECEIVED BY: **Friday, June 2, 2023 at 2:00 pm** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

CONFERENCE TYPE: SITE VISIT DATE & TIME: Wednesday, May 31 @ 10am	LOCATION: Fort Mill School District 2233 Deerfield Dr Fort Mill, SC 29715
--	--

AWARD & AMENDMENTS	Award will be posted on or around June 9, 2022 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.fortmillschools.org/departments/procurement/
-----------------------------------	---

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship
 Partnership
 Other _____

Corporate entity (not tax-exempt)
 Corporation (tax-exempt)
 Government entity (federal, state, or local)

Minority Participation:
Are you a SC Certified Minority Vendor Yes No If yes, SC Certification # _____
Are you a Non SC Certified Minority Vendor Yes No

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____ E-</p> <p>mail Address</p>
---	---

<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>_____ Payment Address same as Home Office Address</p> <p>_____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address (check only one)</p>
---	--

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
---	-----------------------------	-----------------------------	-----------------------------	--------------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address

_____ In-State Office Address same as Notice Address (check only one)

Addendum #1 is being issued to answer questions submitted by bidders and include additional information for the contract set of documents.

You must acknowledge this addendum on page #2 and the bid form.

Please note, unless otherwise stated, all stipulations from the original solicitation apply.

ATTACHMENTS:

- 1.1 Pre-Bid Meeting Minutes**
- 1.2 Sample AIA Payment and Performance Bonds (Executed Following Bid Award)**
- 1.3 Typical Grouted Helical Pier Details (Project Specific Details Available Following Award)**

LIST OF QUESTIONS:

Question #1

Do you have any benchmarks or points for the surveyor yet? Clearing limits, LODs

A: A benchmark is available onsite and corresponding information will be provided to the awarded contractor. Civil CAD files are available upon request. A CAD release file with Campco Engineering will be required to be executed prior to distribution of Civil CAD files. Please contact Jay Gaither, with LMG, to request any associated project documents.

Question #2

Will we have to pay for the building permit?

A: Contractor is responsible for procurement of all necessary building permits. Please refer to VIII. TERMS AND CONDITIONS item "LICENSES AND PERMITS" within the original advertisement for additional information.

Question #3

What size rebar for the grade beams?

A: Please refer to Sheet S100 & S101. *"Typical Grade Beam is 24" Wide x 18" Deep with (5) #5 T&B and #3 Stirrups 12" o.c. Top of Grade Beam is flush with Grade."*

Question #4

Can you provide a detail for the pile being installed?

A: Please refer to the attached Typical Grouted Helical Pier Detail. Project specific shop drawings will be available following the project award. Please note the awarded contractor will be responsible for cutting the piers and installation of the top of pier plates following excavation of the grade beams. All necessary materials will be provided by the 3rd party subcontractor.

Question #5

Will the pile be installed after we excavate grade beams?

A: Sequence of installation is as follows:

1. Demo of Existing Fencing
2. Building Pad Grading Activities
3. Survey of Helical Pier and Grade Beam Foundations
4. Helical Pier Installation
5. Foundation Excavation and Installation

Question #6

Will the CMU pier be installed by modular contractor or do we need to account for this in our bid?

A: The 16" x 16" CMU piers to support the new modular unit will be provided by Others as indicated on sheet S101. No costs regarding these items should be included in the base bid.

Question #7

Can we install a mud mat in the grade beam?

A: Installation of a mud mat is permitted to protect the opening due to forecasted inclement weather prior to pouring the foundations. Proper coordination with the construction managers and special inspection firms is required prior to proceeding.

Question #8

Can we visit the site prior to bid opening?

A: Site visits prior to the bid opening are permitted and shall be coordinated with Jay Gaither, with LMG. Contact information is available below:

Jay Gaither
LMG
(803) 230-1650
jav@leitnergrp.com

Question #9

Is the Grouted Helical Pier installation turn-key or is the contractor responsible for any work associated with the installation?

A: The awarded contractor is responsible for the survey and layout of the grade beam and helical pier locations prior to the installation. Upon the Grouted Helical Pier installation, the awarded contractor will be responsible for excavation of the Grade Beams, cutting of the pier to proper height (based upon grade beam depth), and installation of top of pier plates. Top of pier plate materials will be provided by the 3rd party subcontractor and turned over to the awarded contractor prior to completion of Grouted Helical Piers installation.

Question #10

Can you provide additional information regarding the underground electrical to the existing building?

A: The base bid is to include a \$10,000 allowance to cover the installation of (2) 1.5” conduit raceways from the new building to the existing adjacent Sugar Creek Elementary School. This installation includes approximately 450Lft of underground raceway, an exterior vertical rise with exterior wall penetration, and 50Lft of above ceiling conduit to connect to the existing cable tray within the existing building. Coordination of the interior work shall be coordinated with the Construction Manager prior to accessing the building.

PROJECT MANUAL:

2.1 N/A

DRAWINGS:

3.1 S101 – Structural Plans and Sections

REVISE note to read “Typical Grade Beam is 24” Wide x 18” Deep with (5) #5 T&B and #3 Stirrups 12” o.c. Top of Grade Beam is flush with Grade. Contractor responsible for cutting piers to proper height following Grade Beam excavation and installation of the top of pier plate. All required materials to be provided by 3rd Party subcontractor.”

GENERAL:

4.1 N/A

END OF ADDENDUM NO. 1



PRE-BID MEETING MINUTES
NFHS: ALTERNATIVE SCHOOL
May 31, 2023

ATTACHMENTS:

- | | | | |
|----|---------------|----|-----|
| A) | Sign-In Sheet | C) | N/A |
| B) | N/A | D) | N/A |

INTRODUCTIONS

RESPONSIBLE:

- | | | |
|------|---|-------------|
| 1.01 | The meeting was opened with introductions of all parties in attendance. | Comment |
| 1.02 | Jay Gaither, with LMG, will be the Construction Manager for this project and shall be considered the point of contact throughout the duration of the project. | Comment |
| 1.03 | Pre-Bid meeting attendance was not mandatory in order to bid on the project. | All Bidders |

BID DATE AND LOCATION

- | | | |
|------|---|---------|
| 1.04 | The bid opening is scheduled for June 8, 2023 at 2:00pm. The Fort Mill School District must receive bids, prior to the bid opening. Bids can be mailed or hand delivered at the District Office front reception desk located at 2233 Deerfield Dr. Fort Mill, SC 29715. The formal public bid opening will be held within the same building. Room is TBD. | Comment |
|------|---|---------|

BIDDING REQUIREMENTS

- | | | |
|------|--|-------------|
| 1.05 | Bids are to be submitted in a sealed opaque envelope bearing "SEALED BID", the solicitation number, project title, and name and address of Bidder. | All Bidders |
| 1.06 | Potential bidders were notified the project will be awarded as a Single Prime Contract. | Comment |
| 1.07 | Submitted bid documents must include the following fully executed items to be considered responsive: <ol style="list-style-type: none"> 1. Bid Form - Pages 7-9 of RFB 2. Appendix A – Minority Participation 3. Appendix B – Drug Free Workplace Certification | All Bidders |
| 1.08 | Contractors are required to acknowledge receipt of all addenda on the Bid Form. | All Bidders |
| 1.09 | All bids must comply with the laws of South Carolina. | All Bidders |
| 1.10 | Bidders are requested to list all major subcontractors, if any, on the Bid Form and make sure any listed subcontractor is properly licensed in South Carolina. Bid Form must be signed, and South Carolina contractor's license number and contract amounts noted. | All Bidders |
| 1.11 | Bidders are to include all alternates and unit prices as indicated on the bid form. If no alternates nor unit prices are identified, Bidders shall note as "N/A" within the adjacent fields.
<u>List of Cash & Unit Price Allowances:</u> <ol style="list-style-type: none"> 1. Unsuitable Soil (offsite): Remove and replace soil with suitable material imported from off-site. Unsuitable soil shall remain on site. INCLUDE 250 CY in base bid and note amount on bid form. 2. Plumbing Allowance – (\$10,000) to address any damages to existing plumbing and perform any necessary connections to water and sewer utilities. 3. Underground Raceway Allowance – (\$10,000) Installation of (2) 1.5" underground / above ceiling conduit to adjacent existing SCES. | All Bidders |

1.12 Sample AIA Payment and Performance Bonds were provided with the advertisement for reference only. The awarded contractor will be responsible for providing Payment and Performance Bonds following the awarded contract. All Bidders were notified that costs associated with acquiring the bonds shall be included within the bid amount. All Bidders

SPECIAL CONDITIONS

1.13 The Intent to Award will be issued on June 9, 2023. Comment

1.14 Notice to Proceed will be issued June 16, 2023 following the required protest period. Comment

1.15 Mobilization and commencement of field activities are to begin immediately following the NTP. All Bidders

1.16 Substantial Completion for the project is August 11, 2023. Comment

1.17 All required Special Inspections (Chapter 1 and 17) will be paid for by the Owner. However, in the event of a failed inspection, all re-inspections are the responsibility of the Contractor. Detailed records of inspections and associated costs will be provided to the contractor for reimbursement if deemed necessary. All Bidders

1.18 3rd Party Subcontracts – The following aspects of the project are already under contract and no costs associated with the described scopes of work shall be included within the base bid. Coordination between winning bidder and 3rd party subcontractors will be the responsibility of the Construction Manager. All Bidders

1. Modular Unit – Unit previously procured by Owner and installation of the unit including the CMU piers will be provided by Others.

2. Grouted Helical Piers – All materials and labor associated with the installation of the pressure grouted micropiles shown on S100 and S101 will be provided by Others.

Contractor is responsible for costs associated with cutting of the piers to proper height following the excavation of the Grade Beam foundations and the installation of the top of pier plates (material provided by the 3rd party subcontractor).

3. Electrical Service Connections – All materials / labor associated with the Transformer / Disconnects / Feeders / Building Electrical Service Connections will be provided by Others.

4. Fire Alarm – All materials / labor associated with the Voice Evacuation Fire Alarm system and all devices will be provided by Others.

5. Low Voltage (Data / Security / Access Control) – All materials / labor associated with the installation of all Low Voltage systems described above will be provided by Others.

Contractor only responsible to perform work associated with the installation of the (2) 1.5" underground & above ceiling conduit work shown on E101.

ADDENDA / ALTERNATES

1.19 There is (1) anticipated Addendum to be issued prior to the bid date. This will be issued no later than June 5, 2023. All Bidders

1.20 Addendum #1 shall include the Pre-Bid Meeting minutes, answers to all received RFI's & Substitutions, and any other miscellaneous project items. Comment

1.21 All Bidders requested to send all requests for information (RFI) to Jay Gaither, with LMG. All Bidders

1.22 It was noted that there are currently (0) Alternates, (1) Unit Price, and (2) Allowances included on the Bid Form. This will be updated with Addendum #1 if applicable. All contractors shall note that should no Alternates nor Unit Prices be included; the contractor shall include "N/A" on the specified fields located on the Bid Form. All Bidders

PROJECT DESCRIPTION AND SCOPE

- 1.23 The Contractor's scope of work shall include the demo of existing fencing and asphalt as shown on the drawings. Grading of the new building pad, driveway, and new parking areas prior to asphalt placement. Installation of site utilities including underground storm drainage, domestic water, sewer, and (2) 1.5" raceways from the building pad to the adjacent existing Sugar Creek Elementary School. Foundation installation will begin following the grading and installation of the Helical Piers (by Others). All Bidders
- 1.24 All Bidders were notified that the project documents are currently available for download on the Fort Mill School District website at: <https://vrapp.vendorregistry.com/Bids/View/Bid/0058bf50-f8da-4662-9890-c5e3eec22579> . All Bidders
- 1.25 It was noted that the awarded contractor will be responsible for providing temporary facilities throughout the duration of the project. This includes, but is not limited to, exterior restroom facilities. It was noted that use of the existing SCES interior restrooms are not to be used by contractors. All Bidders

QUESTIONS

- 1.26 All questions should be sent to Jay Gaither with LMG. Electronic mail is the preferred means of communication (jay@leitnergrp.com). RFI's are to be received prior to June 2, 2023 with responses issued with Addendum #1 on June 5th. All questions must be submitted to LMG to ensure the items are answered and included in the Addenda #1. All Bidders
- 1.27 All substitution requests shall be submitted to Jay Gaither, with LMG. Approved substitutions will be issued by addendum. All Bidders

CONTRACTOR OPEN SESSION QUESTIONS

- Q:** Why is the bid advertisement phase such as quick turnaround?
- A:** It was noted that the quick turnaround for bids is due to the Owner's intent to have the project completed and occupied by students before the scheduled start of the 2023-24 school year.

The content of these meeting minutes are the writer's interpretation of the primary discussions held during the meeting. Should the information contained herein be misleading or inaccurate, please notify the writer within seven (7) days of receipt. It is requested that the Prime Contractor(s) forward a copy of these minutes to all appropriate subcontractors for review.



Pre-Bid Meeting
NFHS: Alternative School Modular
May 31, 2023



Sign - In Sheet

Name:	Company:	Email Address:	Phone Number:
Jay Gaither	LMG	jay@leitnergrp.com	(803)230-1650
Joe Remnick	FMSD	RemnickJ@fortmillschools.org	803 548-2527
Buddy Aldott	Ground Thunder Const.	buddy@gt1253.com	704-777-0146



AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, 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; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction 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 may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner 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 Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

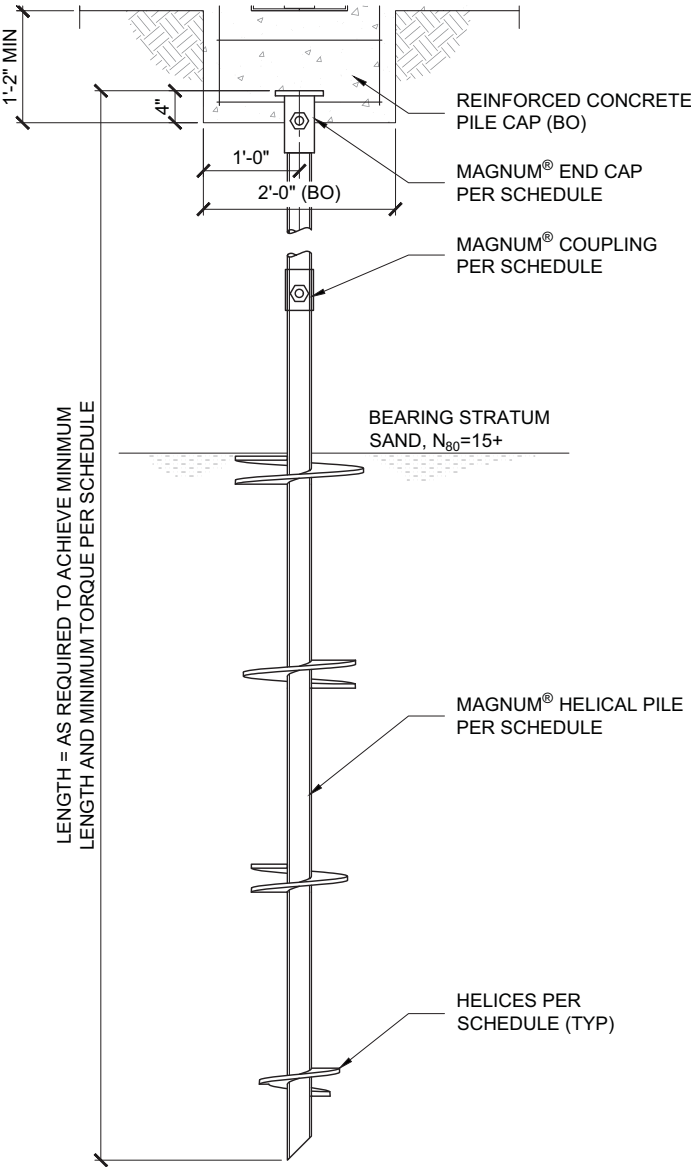
Address _____

Signature: _____

Name and Title: _____

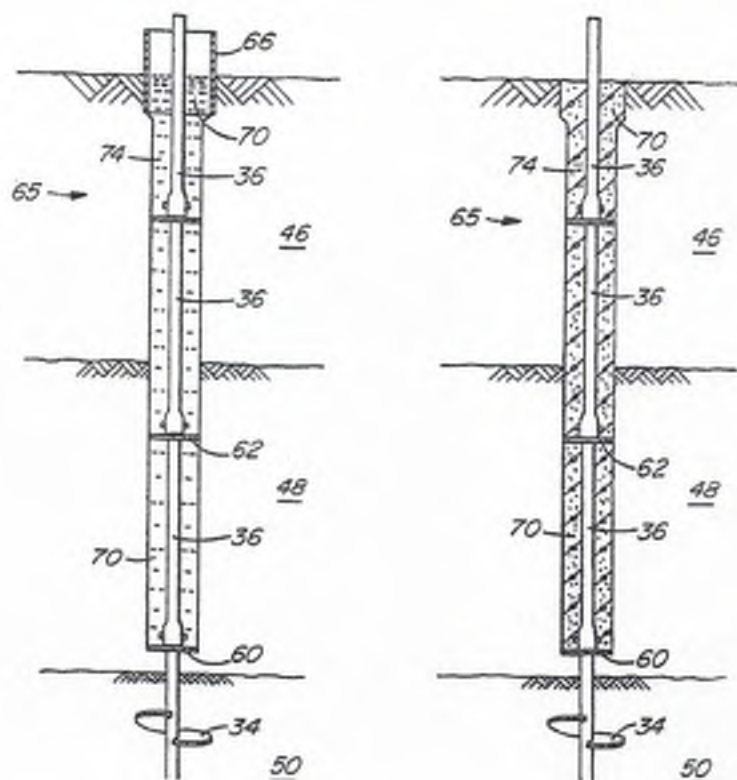
Address _____

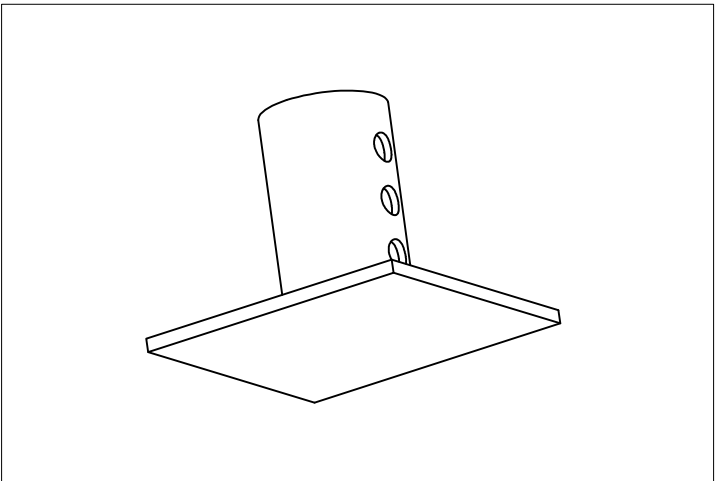
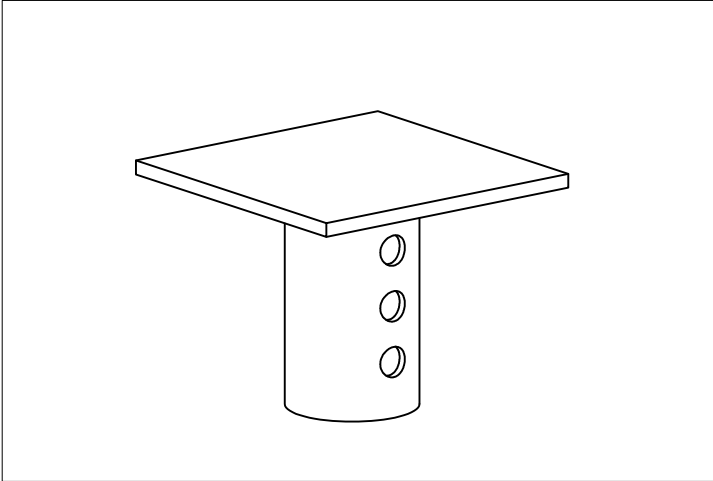
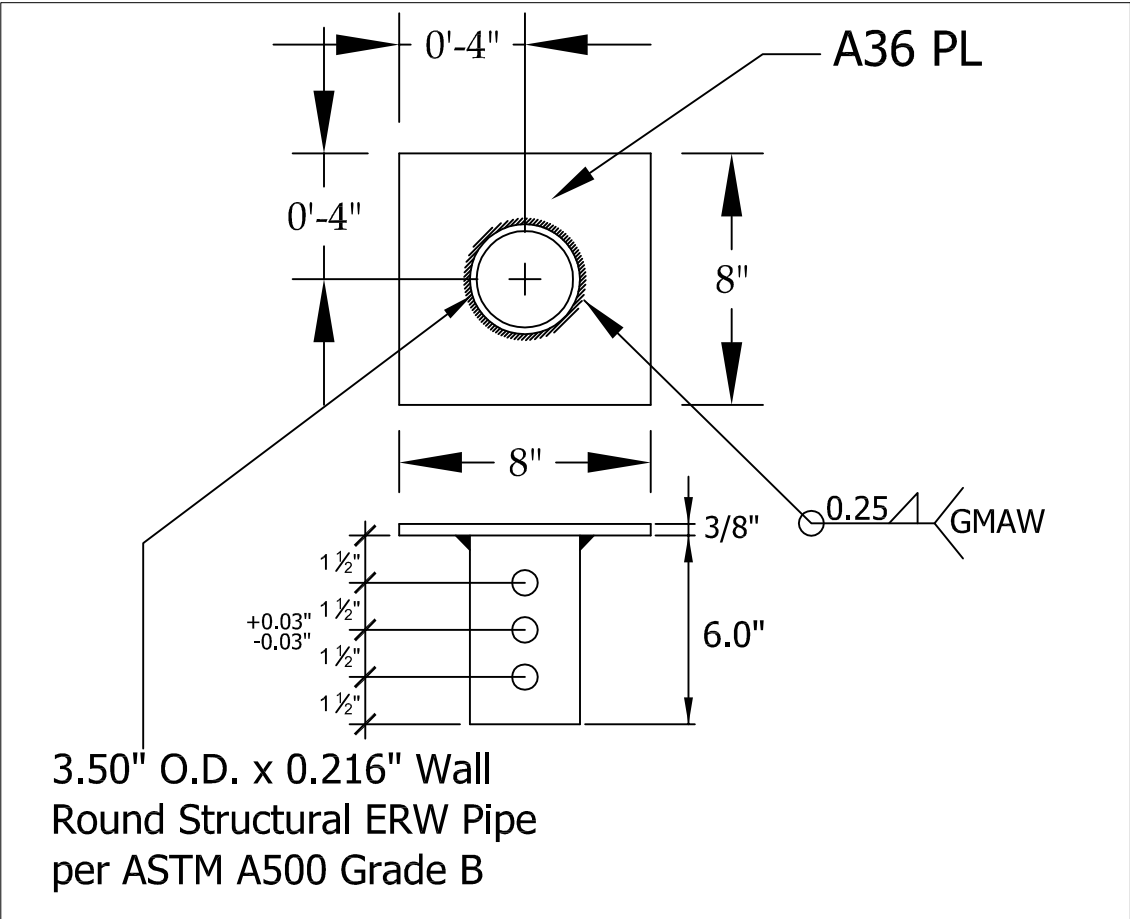
TYPICAL GROUTED HELICAL PIER DETAILS



TYPICAL PILE DETAIL

1/2" = 1'-0"





NOTES:

Ultimate compression capacity with a minimum of 8" cover 74,000 lb
 $f'_c = 3,000$ psi
 Ultimate tension capacity with a minimum of 6" cover 44,000 lb

CANTSINK MANUFACTURING, INC. CANTSINK		71 First Avenue, N.W. Lilburn, Georgia 30047 678-280-PILE(7453) FAX:678-280-3476	
Title: CANTSINK NEW CONSTRUCTION PILE CAP			
		Catalog No. 2.5-Cap-TC	
Scale: N.T.S.	Drawn by: LXSS	Sheet: 1/1	Revision: 073015A