



**Rock Hill Schools – South Pointe High School Athletic Renovations  
Jewell Building**

**ADDENDUM #2**

**SOLICITATION NUMBER: #17-1829**

July 13, 2018

Addendum #2 includes a revised Bid Form dated 7/13/18 and a revised draft of the AIA A105 Contract Agreement. Additional notes to the Plan Sheets are itemized below.

Revised Bid Form – Added Allowance #5, a \$5,000 Allowance to perform miscellaneous repairs to external walls of metal building. Revised Allowance total \$40,000.00.

Revised AIA A105 Contract Agreement – Added Allowance #5, a \$5,000 Allowance to perform miscellaneous repairs to external walls of metal building.

Plan Sheet A-101 – General Note “D” – the exterior metal panels of the metal building are to be painted in their entirety.

Plan Sheet A-101 – Toilet accessories required for restrooms shall include grab bars, paper towel dispensers, toilet tissue dispensers, soap dispensers and stainless steel rimmed 24-inch wide x 30-inch tall mirrors. Owner will provide the paper towel, toilet tissue and soap dispensers to the Contractor for installation by the Contractor.

Plan Sheet P-001 – Plumbing General Note 4 – The new water supply piping entering the baseball locker room can be run exposed up the wall and across the ceiling. Pipe shall be insulated with 1-inch fiberglass insulation and wrapped with an aluminum jacket.

Plan Sheet E-101 – New 8-foot LED strip lights shall match voltage of existing lights and will be tied in to the existing light switch feeding the existing fixtures in the baseball and softball rooms.

Plan Sheet E-101 – Provide battery pack emergency back-up to one of the new strip lights in each locker room.

Plan Sheet E-101 – Add illuminated exit signs over each exit door from the baseball and softball locker areas with emergency back-up battery packs.

Plan Sheet M-101 – The drywall for the condensate lines will be installed in the grassed area just past the concrete walk. Extend 4-inch perforated/fabric wrapped pipe as required.

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION (OWNER PROJECT NO. 17-1829)

- A. Bidder: \_\_\_\_\_.
- B. Project Name: South Pointe High School Athletic Renovations  
**Bid Number 17-1829**  
Project Location: South Pointe High School, 801 Neely Road, Rock Hill, SC 29730
- C. Owner: Rock Hill Schools (York County District 3)

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the Owner's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The above sum includes the Base Bid and all Allowances.

Allowance #1	\$15,000.00
Allowance #2	\$10,000.00
Allowance #3	\$5,000.00
Allowance #4	\$5,000.00
Allowance #5	<u>\$5,000.00</u>
Total Allowances	\$40,000.00

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **30** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS – Contractor to provide the name of subcontractor(s) listed below.

A. IT IS THE BIDDER'S RESPONSIBILITY TO DETERMINE THAT EVERY SUBCONTRACTOR LISTED HEREUNDER HOLDS ANY NECESSARY LICENSE(S) AT THE TIME OF BID OPENING. THE DISTRICT VERIFIES THIS INFORMATION AS PART OF ITS RESPONSIBILITY AND RESPONSIVENESS DETERMINATIONS PRIOR TO THE ISSUANCE OF ANY NOTICE OF INTENT TO AWARD.

B. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Plumbing: \_\_\_\_\_

2. HVAC: \_\_\_\_\_

3. Electrical: \_\_\_\_\_

1.5 TIME OF COMPLETION – Contractor to provide proposed duration of work.

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the client, and shall fully complete the Work according to the following:

1. Substantial Completion: 120 calendar days from the Notice to Proceed

2. Final Completion: 30 calendar days from the date of Substantial Completion

1.6 LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence to this Agreement and that the Owner will suffer financial loss if the Work is not completed within the Contract Time. Both Parties also recognize the delays, difficulties and expense involved in proving, in a legal proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor, and the Contractor's surety if any, shall pay to the Owner for each day in excess of the Contract Time the amount of \$500.00 per calendar day as liquidated damages. Said liquidated damages shall not be construed as constituting a claim or award for consequential damages.

1.7 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- |                               |       |                                     |
|-------------------------------|-------|-------------------------------------|
| 1. Addendum #1, dated 7/10/18 | _____ | Initial here to acknowledge receipt |
| 2. Addendum #2, dated 7/13/18 | _____ | Initial here to acknowledge receipt |

SOUTH POINTE HIGH SCHOOL  
ATHLETIC RENOVATIONS

07/13/2018

1.8 PERFORMANCE AND PAYMENT BONDS

- A. Unless otherwise provided in the bid documents, PERFORMANCE and LABOR AND MATERIAL PAYMENT BONDS, each in the amount equal to one hundred percent (100%) of the contract price for the Base Bid shall be required of the successful bidder if the contract is awarded.

1.9 DRUG-FREE WORKPLACE

- A. The undersigned certifies to the District that it will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

1.10 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.
- B. Submitted By: \_\_\_\_\_  
(Name of bidding firm or corporation)
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_  
(Type or print name) (Title: Owner/Partner/President/Vice President)
- E. Witness By: \_\_\_\_\_ (Handwritten signature).
- F. By: \_\_\_\_\_  
(Type or print name) (Title: Corporate or Assistant Secretary)
- G. Street Address: \_\_\_\_\_
- H. City, State, Zip: \_\_\_\_\_
- I. Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- J. License No.: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

END OF DOCUMENT 004113



# AIA® Document A105™ – 2007

## Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

**AGREEMENT** made as of the X day of July in the year 2018  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Rock Hill Schools  
2171 West Main Street  
Rock Hill, SC 29732

and the Contractor:  
(Name, legal status, address and other information)

**GENERAL CONTRACTOR**

for the following Project:  
(Name, location and detailed description)

RHS Bid #17-1829 , South Pointe High School Athletic Renovations – Jewell Buiding  
South Pointe High School  
801 Neely Road  
Rock Hill, SC 29730

The Architect:  
(Name, legal status, address and other information)

**NOT APPLICABLE TO THIS WORK**

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Owner, dated June 20, 2018 , and enumerated as follows:

Drawings:

*(Table Deleted)*

Specifications:

*(Table Deleted)*

- .3 addenda prepared by the Owner as follows:

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Number

Date

Pages

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than 120 calendar days from the date of commencement. *(Insert the date of commencement, if it differs from the date of this Agreement.)*

The date of commencement shall be the date of the Notice to Proceed.

## ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$ )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of Work

Value

§ 3.3 Unit prices, if any, are as follows: NONE

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item

Units and Limitations

Price per Unit (\$0.00)

§ 3.4 Allowances included in the Contract Sum, if any, are as follows: NONE

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item

Price

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Allowance #1

Lump Sum General Contingency Allowance: Fifteen Thousand Dollars (\$15,000.00) for use according to Owner's written instructions associated with unforeseen conditions, cosmetic improvements, and other scope not indicated in the construction documents.

Allowance #2

Lump Sum Locker Allowance: Ten Thousand Dollars (\$10,000.00) for use according to Owner's written instructions.

Allowance #3

Lump Sum Wood Shelving Allowance: Five Thousand Dollars (\$5,000.00) for use according to Owner's written instructions.

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Allowance #4

Lump Sum Sitework Allowance: Five Thousand Dollars (\$5,000.00) for use according to Owner's written instructions.

Allowance #5

Lump Sum External Walls Repair Allowance: Five Thousand Dollars (\$5,000.00) for use according to Owner's written instructions.

**§ 3.6** The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

#### **ARTICLE 4 PAYMENT**

**§ 4.1** Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

**§ 4.2** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

0 %

#### **ARTICLE 5 INSURANCE**

**§ 5.1** The Contractor shall provide Contractor's general liability and other insurance as follows:

*(Insert specific insurance requirements and limits.)*

*(Table Deleted)*

Unless otherwise waived by Rock Hill School District Three, at Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers licensed in South Carolina and rated A-VII or better by A.M. Best.

The insurance certificate should name Rock Hill Schools and J.M. Cope Construction as additional insured. In addition, include a 30-day-in-advance insurance cancellation notice provision in the certificate.

1. Statutory Workers' compensation and Employer's Liability Insurance in an amount not less than (\$500,000).
2. Commercial General Liability insurance with limits of liability not less than one million dollars (\$1,000,000) per occurrence, Rock Hill School District Three, its officers, employees, and agents shall be named as an additional insured with respects to the General Liability Insurance policy, and such status as additional insured shall be evidenced by a written endorsement to the policy provided to owner.
3. Commercial Automobile Liability insurance for all owned, non-owned and hired vehicles with limits of liability not less than one million (\$1,000,000) combined single limit.

**§ 5.2** The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

**§ 5.3** The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

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**§ 5.4** Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

**§ 5.5** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against each other and any of their subcontractors, suppliers, agents and employees, each of the other; for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 THE CONTRACT**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### **§ 6.3 INTENT**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### **§ 6.4 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

Documents prepared by the Owner are instruments for use solely with respect to this Project. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

## **ARTICLE 7 OWNER**

### **§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

### **§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

### **§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

### **§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

### **§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

### **§ 8.4 LABOR AND MATERIALS**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 WARRANTY**

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

### **§ 8.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

### **§ 8.7 PERMITS, FEES AND NOTICES**

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

### **§ 8.8 SUBMITTALS**

The Contractor shall promptly review, approve in writing and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

### **§ 8.9 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

### **§ 8.10 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

### **§ 8.11 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

### **§ 8.12 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' 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), but only to the extent caused by the 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.

## **ARTICLE 9 OWNER**

**§ 9.1** The Owner will provide administration of the Contract as described in the Contract Documents. The Owner will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

**§ 9.5** The Owner has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** The Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

**§ 9.8** Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Owner's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner and Contractor. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 CONTRACT SUM**

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 12.2 APPLICATIONS FOR PAYMENT**

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 12.3 CERTIFICATES FOR PAYMENT**

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part.

### **§ 12.4 PROGRESS PAYMENTS**

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** The Owner shall not have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

## **§ 12.5 SUBSTANTIAL COMPLETION**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **§ 12.6 FINAL COMPLETION AND FINAL PAYMENT**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

## **§ 15.2 TESTS AND INSPECTIONS**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Owner requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

## **§ 15.3 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 TERMINATION BY THE CONTRACTOR**

If the Owner fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### **§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

1. Contractor agrees to comply with the requirements of state and federal drug free workplace requirements, District Three's tobacco-free policy, and the provision of Chapter 13, Title 8 (State Ethics Act), South Carolina Code of Laws, 1976.
2. Iran Divestment Act: (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.) Section 11-57310 requires

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the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330A is a material inducement for the District to award a contract to you. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

This Agreement entered into as of the day and year first written above.  
*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name, title and address)*

\_\_\_\_\_  
*(Printed name, title and address)*

LICENSE NO.:  
JURISDICTION: