

# ADDENDUM NO. 3

## ROCK HILL & NORTHWESTERN HIGH CONSUMER SCIENCES RENOVATION Bid Number: 19-2027

ROCK HILL SCHOOLS, YORK DISTRICT THREE  
ROCK HILL, SOUTH CAROLINA

**MOSELEY**ARCHITECTS

ARCHITECTURAL

COLUMBIA, SOUTH CAROLINA

March 30, 2020	VOLUME 1 OF 1	APN# 593139
----------------	---------------	----------------

1 **GENERAL:**

2 Planholders are requested to attach this Addendum to the inside front cover of each Project Manual.  
3 Inform all concerned that the Bidding Documents are modified by this Addendum.

4 The following modifications and clarifications are hereby made a part of the Bidding Documents and  
5 supersede or otherwise modify the provisions of the published *Project Manual* and *Drawings*, dated  
6 March 11, 2020.

7 Refer to the Drawings and Specification Sections, if any, attached to this Addendum, which is hereby  
8 made a part of this Addendum.  
9

10 **MODIFICATIONS TO THE PROJECT MANUAL:**

11 SECTION 001100 – Invitation to Bid

12 DELETE 001100 and ADD 001100 attached to the end of this Addendum.  
13  
14

15 SECTION 004100 – Bid Form

16 DELETE 004100 and ADD 004100 attached to the end of this Addendum.  
17

18 SECTION 005213 – A105

19 DELETE 005213 and ADD 005213 attached to the end of this Addendum.  
20

21 **MODIFICATIONS TO THE DR:**

22 DRAWING M2.1.1 –

23 DELETE M2.1.1 and ADD M2.1.1 attached to the end of this Addendum.  
24  
25

26 DRAWING M2.1.2 –

27 DELETE M2.1.2 and ADD M2.1.2 attached to the end of this Addendum.  
28

29 **CLARIFICATION:**

30 GENERAL CLARIFICATION -

31 Clarifications and General Information  
32  
33  
34

35 **REFER TO SPECIFICATIONS ATTACHED TO THE END OF THIS ADDENDUM**

36 **REFER TO DRAWINGS ATTACHED TO THE END OF THIS ADDENDUM**

37  
38  
39 **END OF ADDENDUM NO. 3**

**INVITATION TO BID**

**INVITATION TO BID**

Sealed bids for construction of the **Rock Hill & Northwestern High Renovation, Rock Hill, SC**, will be received in person or via special courier service at the **J.M. Cope Construction Office, 1069 Bayshore Dr. Rock Hill, SC 29732 (AD03)**, until but no later than **2:00 p.m.**, local prevailing time, **April 2, 2020**, and then publicly opened and read immediately thereafter.

**Note - Bidders should enter at the main entrance where bids will be received and signed for. The opening and reading will be in the second-floor conference room of the J.M. Cope office. (AD03)**

Bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Bidders are responsible for ensuring their Bid is received before the deadline indicated. Bids submitted by telephone, telegraph, email, text message, or facsimile shall not be accepted. No bids may be withdrawn for a period of 60 days following opening of bids. The Owner reserves the right to reject any and all bids and to waive minor informalities and irregularities.

- 1.1 The Work of Project is defined by the Contract Documents and consists of the following:  
Renovations to high school consumer sciences rooms.

There will be a pre-bid meeting for this project, **Tuesday, March 17<sup>th</sup>, 3:00 pm** at the Rock Hill School District Facilities Building, 2171 West Main Street, Rock Hill, SC 29732. Bidders are encouraged to visit the site and should make arrangements with the school at least one business day in advance of their visit by calling **Garret Brink at (803) 242-5027 or emailing at [gbrink@jmcope.com](mailto:gbrink@jmcope.com)**. (AD03)

The deadline substitutions, questions, and clarifications shall be **March 27, 2020, 4:00 pm**. Submit questions in writing. Responses will be in the form of addenda if required.

Bidders may obtain, and/or examine electronic Bidding Documents by visiting [moseleyarchitects.com](http://moseleyarchitects.com), "Bidding." Any printing of the drawings needed by the contractor will be at Contractor expense.

\*All formal solicitations and quotes for Rock Hill Schools are posted through Vendor Registry. Vendors are encouraged to register with Vendor Registry. Registration for Rock Hill Schools is FREE. Link to Vendor Registry: <https://vrapp.vendorregistry.com/Vendor/Register/Index/rock-hill-school-district-three-sc-vendor-registration>

In order for Moseley Architects to maintain an accurate list of plan holders (General Contractor's only), each GC shall forward and complete the following required steps:

1. Submit the following information to Moseley Architects:

**ATTN: Kerry Petrie** [kpetrie@moseleyarchitects.com](mailto:kpetrie@moseleyarchitects.com)

Company Name:

Address:

Phone/Fax Number:

Email Address:

Contact Person:

2. Visit [moseleyarchitects.com](http://moseleyarchitects.com), select "Bidding" (**Rock Hill & Northwestern High Consumer Sciences**), click on "Bid Documents", and follow the instructions located at the top of the page to "Request a key". Once complete, access to the electronic Bidding Document files can be obtained, saved, and or examined as needed.

ROCK HILL & NORTHWESTERN HIGH CONSUMER SCIENCES RENOVATION  
ROCK HILL SCHOOLS; ROCK HILL, SC

Bid Number: 19-2027

Architect's Project No: 593139

---

**A Bid Guarantee in the form of a certified check or bank draft**, payable to the order of Rock Hill Schools, or a satisfactory bid bond, executed by the bidder and acceptable surety, in an amount equal to five per-cent (5%) of the total bid shall be submitted on AIA Document A310, with each bid. It is called to the attention of the bidder that all bid bonds must be co-signed by a resident agent of the State of South Carolina.

**The Contractor's attention is called to the requirements** relative to the contractor's license. No contract will be awarded hereunder to any contractor who has not been properly licensed by the South Carolina Licensing Board of Contractors.

**The Owner reserves the right** to reject any or all proposals and to waive any informalities in the bidding. Bids may be held by the Owner for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

Any questions relating to the Bidding Documents shall be directed to the architect, Moseley Architects at [www.moseleyarchitects.com/bidding/](http://www.moseleyarchitects.com/bidding/), click on "Submit Question".

END OF INVITATION TO BID

**BID FORM**

ROCK HILL & NORTHWESTERN HIGH CONSUMER SCIENCES RENOVATION  
ROCK HILL SCHOOLS; ROCK HILL, SC  
Bid Number: 19-2027  
Architect's Project No: 593139

DATE: \_\_\_\_\_

TO: **Rock Hill School District c/o J.M. Cope, Inc.**  
**1069 Bayshore Drive Rock Hill, SC 29732 (AD03)**

FROM: \_\_\_\_\_

Bidder's Name

\_\_\_\_\_  
Bidder's Address

\_\_\_\_\_  
Bidder's Address

FOR: **ROCK HILL & NORTHWESTERN HIGH CONSUMER SCIENCES  
RENOVATION**

Having carefully examined the site, and all of the Bidding and Contract Documents, and in compliance with the "Invitation to Bid," "Instructions to Bidders," and "Supplementary Instructions to Bidders," the undersigned proposes to provide all labor, materials, supplies, equipment, services, and perform all Work necessary for the construction of this Project in accordance with the Bid Documents, dated **March 11, 2020** prepared by Moseley Architects.

Complete this Bid Form in blue or black ink or by typewriter. Discrepancies in the multiplications of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**BASE BID PRICE:**

The Base Bid No. 1 Price includes all Work required by and in strict accordance with the Bid Documents for this Project to be performed during Summer 2020, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only).

**ALTERNATE BID PRICE:** (Reference Section 012300 – Alternates)

1. Alternate #1 Bid Price: LED Lighting: Provide all work associated with providing a retrofit kit to convert the existing 2x4 lensed fluorescent fixtures to basket type LED fixture as indicated on the electrical plans, in strict accordance with the Bid Documents; Lump Sum + Lump Sum Allowances + associated Unit Price Allowances

\$ \_\_\_\_\_ (Figures only)

RECEIPT OF ADDENDA

We acknowledge the receipt of the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

SUB-CONTRACTORS LIST

Bidders Submitting a Single prime Contract are required to list the names of sub-contractors used in determining their bid. List the names of sub-contractors below and include license number for each. (If using separate sub-contractors for the combined bid list both subs and identify the project they are to construct.)

- Electrical: \_\_\_\_\_ License #: \_\_\_\_\_
- Mechanical: \_\_\_\_\_ License #: \_\_\_\_\_
- Plumbing: \_\_\_\_\_ License #: \_\_\_\_\_

TIME OF COMPLETION – BASE BID

Work shall be substantially complete and ready for occupancy by **July 24, 2020**.

Work shall be finally complete by **August 7, 2020**.

LIQUIDATED DAMAGES

Liquidated Damages in the amount of Two Hundred Fifty Dollars (**\$250**) per calendar day for failure to Substantially Complete the Work on time will be charged by the Owner to the Contractor for not completing his work by the date established for **Substantial Completion**. This amount is agreed upon as the proper measure of liquidated damage that the Owner will sustain per day by the failure of the undersigned to complete the Work by the stipulated dates and is not to be construed in any sense as a penalty.

Liquidated Damages in the amount of Two Hundred Fifty Dollars (**\$250**) per calendar day for failure to Finally Complete the Work on time will be charged by the Owner to the Contractor for not completing his work by the date established for **Final Completion**. This amount is agreed upon as the proper measure of liquidated damage that the Owner will sustain per day by the failure of the undersigned to complete the Work by the stipulated dates and is not to be construed in any sense as a penalty.

BID SECURITY

Attached hereto is a Bid Bond for Five Percent (**5%**) of the Base Bid, made payable Rock Hill School District York County District III.

AGREEMENT TO EXECUTE CONTRACT

Within sixty (60) days after the opening of Bids or any time thereafter before withdrawing this Bid, the Undersigned will, within ten (10) days after receipt of written Notice of Acceptance of this Bid, execute and deliver to the Owner the Contract Agreement Forms, together with Performance and Payment Bonds as required by the Contract Documents and Bids as accepted. The Undersigned designates as his office to which Notice of Acceptance shall be mailed or otherwise delivered:

(Name) \_\_\_\_\_





# AIA<sup>®</sup> Document A105<sup>™</sup> – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the XX day of Month in the year 2020  
(In words, indicate day, month and year.)

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

Rock Hill Schools District 3 of York County  
2171 West Main Street  
Rock Hill, SC 29732

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

Contractor  
Address  
Phone:

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

Northwestern and Rock Hill High Schools Consumer Sciences Renovation  
RHS Bid #19-2027  
Rock Hill, SC

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

Moseley Architects of South Carolina  
The Hub at Waverly, 6210 Ardrey Kell Rd Suite 425  
Charlotte, NC 28277  
Phone: 704-540-3755

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.

Init.

**TABLE OF ARTICLES**

**1 THE CONTRACT DOCUMENTS**

**2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3 CONTRACT SUM**

**4 PAYMENTS**

**5 INSURANCE**

**6 GENERAL PROVISIONS**

**7 OWNER**

**8 CONTRACTOR**

**9 ARCHITECT**

**10 CHANGES IN THE WORK**

**11 TIME**

**12 PAYMENTS AND COMPLETION**

**13 PROTECTION OF PERSONS AND PROPERTY**

**14 CORRECTION OF WORK**

**15 MISCELLANEOUS PROVISIONS**

**16 TERMINATION OF THE CONTRACT**

**17 OTHER TERMS AND CONDITIONS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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 Architect, dated March 11, 2020 , and enumerated as follows:

Drawings: see Exhibit A – Drawing Index dated March 11, 2020\_

Number	Title
--------	-------

Specifications: see Project Manual dated March 11, 2020

Section	Title	Pages
---------	-------	-------

- .3 addenda prepared by the Architect as follows:
- | Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

The Date of Commencement shall be set forth in a notice to proceed issued by the Owner.

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

Not later than \_\_\_ calendar days from the date of commencement.

By the following date: July 24, 2020

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. 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 the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(Identify the 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.)*

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

§ 3.5 Unit prices, if any, are as follows:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, 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.

*(Insert rate of interest agreed upon, if any.)*

0%

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

Unless otherwise waived by Rock Hill Schools, 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.

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.

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

*(Table deleted)*

*(Paragraphs deleted)*

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. 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 Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**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 Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and 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 Architect.

## § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## 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 under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 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 Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### § 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.

## 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 Architect.

### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect'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, through the Architect, 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 or Architect 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 and Architect 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. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### § 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 Owner 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 Architect 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 Architect 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 ARCHITECT CONTRACT ADMINISTRATOR

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

§ 9.2 The Architect 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 Architect 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 Architect observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

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

§ 9.6 The Architect 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 On written request from the Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect 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 Architect 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 Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Contractor, and Architect. 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, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot 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 Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes 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.

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

§ 11.4 The Contractor acknowledges that the coronavirus (COVID-19) pandemic has impacted businesses across the country.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this 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 this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If

certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

#### **§ 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 Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and 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, establish the responsibilities of the Owner and Contractor, and 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 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 and other persons who may be affected thereby, 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.

Init.

§ 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 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 coordinate those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, and/or approvals. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, 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 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; 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.)*

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.)*

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.

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

Anthony J. Cox Chief Operations Officer

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

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

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

LICENSE NO.:

JURISDICTION:

# Additions and Deletions Report for AIA® Document A105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:09:59 ET on 03/27/2020.

## PAGE 1

**AGREEMENT** made as of the XX day of Month in the year 2020

...

Rock Hill Schools District 3 of York County  
2171 West Main Street  
Rock Hill, SC 29732

...

Contractor  
Address  
Phone:

...

Northwestern and Rock Hill High Schools Consumer Sciences Renovation  
RHS Bid #19-2027  
Rock Hill, SC

...

Moseley Architects of South Carolina  
The Hub at Waverly, 6210 Ardrey Kell Rd Suite 425  
Charlotte, NC 28277  
Phone: 704-540-3755

## PAGE 2

- .2 the drawings and specifications prepared by the Architect, dated March 11, 2020, and enumerated as follows:

Drawings: see Exhibit A – Drawing Index dated March 11, 2020

...

Specifications: see Project Manual dated March 11, 2020

...

The Date of Commencement shall be set forth in a notice to proceed issued by the Owner.

...

[ ] Not later than (—) \_\_\_ calendar days from the date of commencement.

[ X ] By the following date: July 24, 2020

...

Item	Price
PAGE 4	

% ~~0~~%

...

Unless otherwise waived by Rock Hill Schools, 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.

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.

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

~~§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard.~~

~~§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 5.1.4 Workers’ Compensation at statutory limits.~~

~~§ 5.1.5 Employers’ Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

~~§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

**~~§ 5.1.7 Other Insurance Provided by the Contractor~~**

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

PAGE 6

§ 8.7.1 The ~~Contractor~~Owner 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.

PAGE 7

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect,~~ ~~Architect's~~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 ARCHITECT CONTRACT ADMINISTRATOR

...

§ 9.3 The Architect 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 ~~Architect~~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 ~~Architect's~~Architect observations and evaluations of the Contractor's Applications for Payment, the ~~Architect~~Owner will review and certify the amounts due the Contractor.

...

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

PAGE 8

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

...

§ 11.4 The Contractor acknowledges that the coronavirus (COVID-19) pandemic has impacted businesses across the country.

...

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect~~Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or ~~Architect~~ may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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.

...

The ~~Architect-Owner~~ will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue ~~to the Owner~~ a Certificate for Payment for such amount as the ~~Architect-Owner~~ determines is properly due, and notify the Contractor ~~and Owner~~ in writing of the ~~Architect's-Owner's~~ reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor ~~and Owner~~ of the ~~Architect's-Owner's~~ reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect, Owner,~~ stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

**PAGE 9**

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

...

§ 12.4.3 ~~Neither the Owner nor the Architect shall~~ The Owner shall not have responsibility for payments to a subcontractor or supplier.

...

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect-Owner~~ and the ~~Architect-Owner~~ will make an inspection to determine whether the Work is substantially complete. When the ~~Architect-Owner~~ determines that the Work is substantially complete, the ~~Architect Owner~~ shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and 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.

...

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

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect-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.

...

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect-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.

**PAGE 10**

§ 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 ~~Architect-Owner~~ requires additional testing, the Contractor shall ~~perform~~ coordinate 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.~~ and/or approvals. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect,~~ 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.

...

§ 16.2.2 When any of the above reasons exist, the ~~Owner, after consultation with the Architect,~~ 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

**PAGE 11**

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.

...

Anthony J. Cox Chief Operations Officer

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Bill Klein, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:09:59 ET on 03/27/2020 under Order No. 1945904389 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

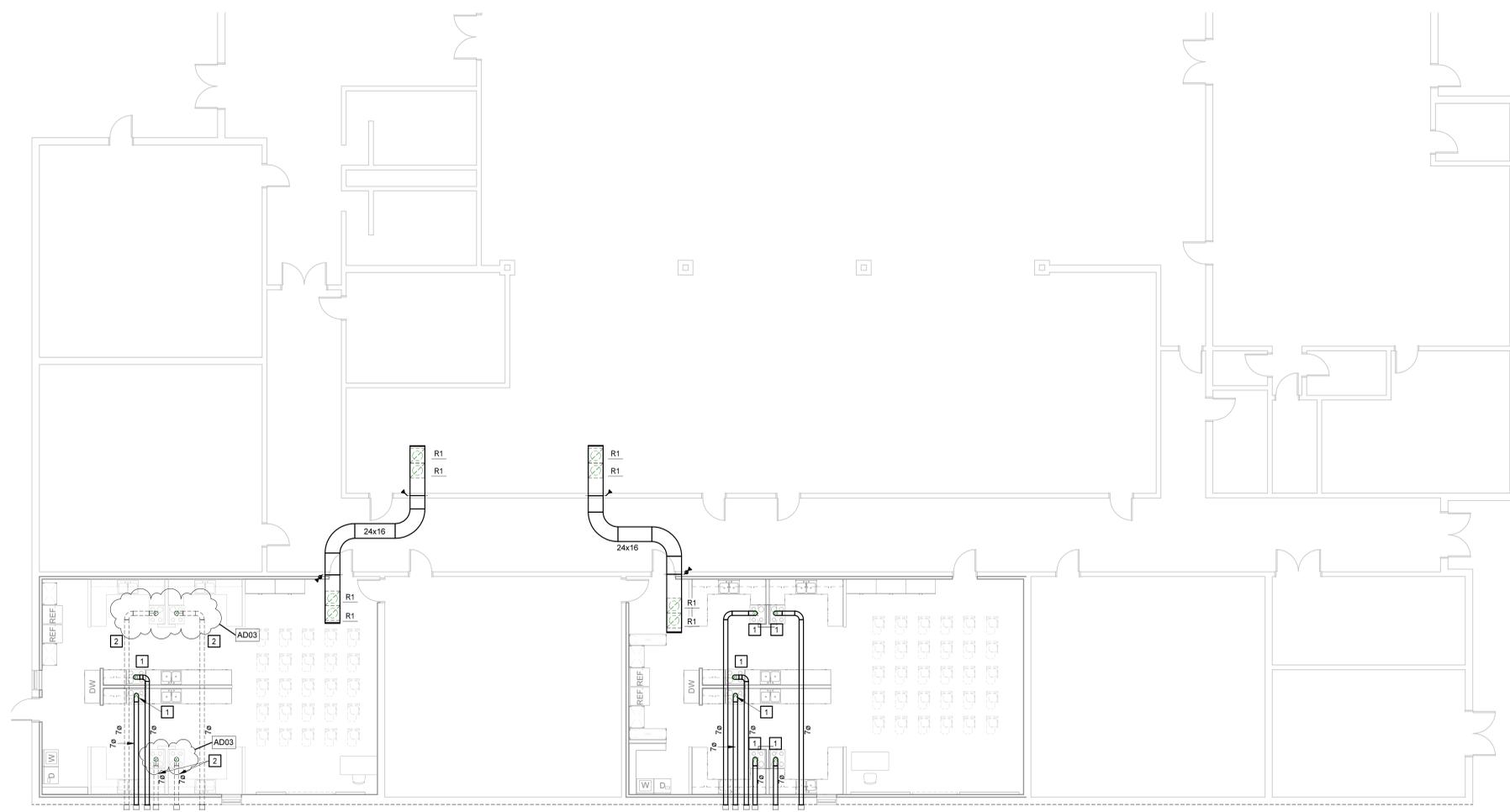
---

*(Dated)*

3/25/2020 11:09:36 AM

J  
I  
H  
G  
F  
E  
D  
C  
B  
A

1 2 3 4 5 6 7 8 9 10



**FIRST FLOOR PLAN - DUCTWORK - ROCK HILL H.S.**  
 1/8" = 1'-0"

**KEYNOTES**  
 APPLIES TO THIS DRAWING REPRESENTED BY [AD03]

1. PROVIDE BROAN RANGE HOOD MODEL BCDP1, 30", STAINLESS STEEL FINISH OR EQUIVALENT BY FRIGIDARE OR GE. UNIT TO BE 120V/1/60, WITH INTEGRAL 300 CFM FAN. PROVIDE GUARDIAN FIRE SUPPRESSION SYSTEM MODEL 66008 WITH HARD WIRED RANGE SHUTOFF. EXTEND EXHAUST DUCT TO THE EXTERIOR AND PROVIDE FAMCO WALL CAP MODEL SDWVG OR EQUIVALENT. COLOR PER ARCHITECT. WALL CAP SIZE TO MATCH EXHAUST DUCT SIZE.
2. HIDDEN LINE DUCTWORK INCLUDING ASSOCIATED WALL CAPS DENOTES DUCT DESIGN FOR FUTURE INSTALLATION.

AD03  
 REMOVED REQUIREMENT FOR HOOD (KEYNOTE #1) FROM FUTURE DUCTWORK INDICATIONS.

**MOSELEY ARCHITECTS**  
 1320 MAIN STREET, SUITE 300, COLUMBIA, SC 29201  
 PHONE (803) 724-1252  
 MOSELEYARCHITECTS.COM



**Rock Hill & Northwestern High Consumer Sciences Renovation**  
**ROCK HILL SCHOOLS, DISTRICT THREE**  
 Rock Hill, South Carolina

PROJECT NO:	593139
DATE:	MARCH 11, 2020
REVISIONS	
DATE	DESCRIPTION
3/30/20	AD03

MECHANICAL  
 DUCTWORK - ROCK  
 HILL H.S.

**M2.1.1**



# MOSELEYARCHITECTS

## Questions Received and General Information:

### General Information:

- Bid Location Change:
  - The School District Facility Office is closed to visitors at this time, as a precautionary measure related to COVID-19. The address change is reflected within this addendum on both the Invitation-To-Bid and Bid Form.

### Questions Received:

- You specified a Broad range hood with a Guardian fire suppression system. Can you tell me who the local rep for these are and a contact name and number so we can get pricing and installation information?
  - Answer – No local rep, contact Guardian directly.
- Question: "The HVAC plans for both schools uses the same notes 1 & 2. Note 1 is to provide a hood. Note 2 indicates future ductwork. Note 1 is used 6 times per lab. However, 4 of the 6 duct systems are noted as future. In the labs with future ductwork, do we provide and install a hood at the future stations? See the screen snip below. Do I provide 2 hood for the center stations or are 6 hoods required?"
  - Answer – Refer to the revised Mechanical sheets at the end of this addendum
- Question: "The Broan hood BCDF1 model has several options on finish and size. Can the designer be more specific with the hood selection to indicate a hood size (30", 36", 42") and finish (SS or Black SS)?"
  - Answer – Refer to the revised Mechanical sheets at the end of this addendum.
- Question: "Is there a remote pull station required for the hoods? A commercial hood requires a remote pull station. Not sure if these smaller hoods need it by code."
  - Answer – A pull station is not required as this is serving residential type equipment (range/stove) and is a residential type hood.
- Question: "Does the electrical plans show a power connection for both the hood and the Guardian system? Are they power from the same circuit?"
  - Answer – The hood and Guardian system are the same circuit.
- Question: "Demolition keynote 5 talks about prepping and leveling the floor, and the classroom floor to be refinished with VT. We are to remove the existing floor and adhesive, correct?"
  - Answer – Correct, the existing VCT floor shall be removed.
- Question: "1. Are thermally fused laminate panels allowed to be used for doors/drawer fronts? 2. Can Laminate countertops be a basic rolled countertop?"
  - Answer – Not Allowed, refer to spec section 06 40 23.
- Question: "Will the general contractor be required to provide site enclosure fencing for both locations for the project?"
  - Answer – Site fencing is not required.

# MOSELEYARCHITECTS

- Question: "Is construction personal allowed to use the existing facilities restrooms?"
  - Answer – No, provide temporary facilities.