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EXECUTIVE DIRECTOR

Protest Decision and Cancellation of Award

Matter of: Safeway Signaling LLC

File No.: 2024-003

Posting Date: October 16, 2023

Contracting Entity: Winthrop University

Project No.: H47-9585-JM-C

Description: Fire Alarm Replacement / Upgrade – Bancroft

DIGEST

The Chief Procurement Officer for Construction (CPOC) dismisses in part a protest of the solicitation for lack of jurisdiction where protestant's protest was not timely. The CPOC denies the first three grounds of protest but grants the fourth. Upon the request by Winthrop, the CPOC also cancels the award pursuant to per Regulation 19-445.2085C(7). Safeway Signaling LLC's (Safeway) protest is attached as Exhibit A.

AUTHORITY

The CPOC conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

The facts pertinent to this decision are:

- On July 28, 2023, Winthrop University (Winthrop) advertised its intent to award a sole source contract to Johnson Controls, Inc. (JCI) replacement and upgrade of the fire alarm system in Bancroft Hall. No one protested this intended award. [Exhibit B]

- On August 2, 2023, Winthrop advertised for bids to replace/upgrade the fire alarm system in Bancroft. The solicitation required bidders to use JCI fire alarm system products. [Exhibit C]
- On August 17, 2023, Winthrop held a prebid conference for the project.
- On August 21, 2023, Winthrop issued Addendum Number 1 to the solicitation answering questions and stating that the deadline to ask question was that same day. Addendum Number 1 also stated that Winthrop would not issue any addendums after August 23, 2023. [Exhibit D]
- On August 24, 2023, Winthrop issued Addendum Number 2 providing additional information, including an asbestos report for Bancroft. [Exhibit E]
- On August 29, 2023, Safeway Signaling LLC (Safeway) protested the solicitation.

DISCUSSION

The South Carolina Code of Laws Section 11-35-4210(1)(a) states:

A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with a solicitation shall protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date of issuance of the Invitation For Bids Request for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Requests for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this code. [emphasis supplied]

Per this provision, Safeway's protest is untimely to extent in protest anything found in the original solicitation documents. However, Safeway's protest is timely to the extent it protests anything added or changed by Addendums Number 1 or 2.

Safeway's first ground of protest states:

The IFB contains information specific to the propriety fire alarm system manufacture Simplex which is owned by Johnson Controls Incorporated (JCI). The IFB fails to list a brand name justification for Simplex or that Johnson Controls must be a listed subcontractor to provide and install the proprietary Simplex fire alarm system as required by OSE's manual 8.6.1 Agency's Authorization of Brand Name Only Specification and 5.18.2 Subcontractor Listing Requirements.

The solicitation documents issued with the IFB issued on August 2, 2023, require installation of a fire-alarm system manufactured by Simplex, a Johnson Controls., Inc. (JCI) owned company. Additionally,

the documents contain information specific to such a system. Moreover, the original solicitation does not include a brand name justification, nor does it require the listing of JCI as a listed subcontractor. The Addenda neither add to nor change any of this information.

Safeway's second ground of protest states:

The Agency is representing that it will sole source JCI on its public website (provided as separate attachment) while expressing a need for the prospective bidder to sole source JCI via the IFB. This is in contrast to the intent of the IFB and the agency nor the engineering firm, Burdette Engineering, have offered to clarify the intent despite Safeway's attempt to question the reasoning behind this decision. The Agency and its representative engineering firm are not providing equal opportunity or maximized competition for this project by convoluting the IFB requirements with documentation that is in contrast with the IFB, which could lead to a no-bid situation allowing the Agency to choose its contractor in bias or provide significant loss to the prospective bidder who would not be aware of the actual intent. In addition, a fire alarm with supervisory station monitoring services could be provided in the building in an effort to ensure compliance with § 11-35-2750 maximizing competition to ensure a fair and reasonable cost to The State. The Agency and engineering firm could also provision this IFB as solely electrical services as a rough in project in addition to the allocation of a sole source award to JCI for the fire alarm specific portion maximizing competition as well as providing additional opportunity to small and minority business.¹

While not clearly worded, there appear to be two main thrusts of this ground. One is the fact that, by this solicitation, Winthrop is requiring the successful bidder to contract with JCI for the Simplex system. As noted above, this is something set forth in the original solicitation and Safeway's protest of this requirement is not protestable. The other is that Winthrop's published intent to enter into a sole source agreement with JCI conflicts with the provisions of the IFB which require the successful bidder to enter into a contract with JCI. Safeway seems to be concerned that after receiving bids, Winthrop will be able to decide either to accept the low bid submitted in response to the IFB or reject all bids and proceed with a sole source contract with JCI.

While the intent to enter into a sole source agreement with JCI was publicized before the IFB was issued, and the IFB for the same project clearly requires the successful bidder to contract with JCI for the fire alarm system, and neither was timely protested, Safeway raises a legitimate concern. The confusion results from an old practice under the direction of the Office of the State Engineer (OSE) regarding sole

¹ The fourth sentence to end of the paragraph does not state a protest but sets forth ways Safeway believes Winthrop can modify the IFB to address its concerns.

source products within a construction project specification. Before June 2019, OSE's practice was to require an agency using a brand name only specification in a construction IFB to prepare a sole source determination for the product in question even though the agency was not going to enter into a sole source contract itself but intended to seek competitive bids on the project. In 2019, the law regarding sole source acquisitions changed to require advertising of an intent to award a sole source agreement for all sole source procurements exceeding \$50,000. S.C. Code Ann. §11-35-1560. As a result, OSE changed its practice to match the practice of the Materials Management and the Information Technology Management Offices. That practice is to prepare a justification for a brand name only specification. *See* The Manual for Planning and Execution of State Permanent Improvements, Section 8.6.1. Having decided to bid this project out with a brand name only specification, Winthrop should have prepared a brand name only justification rather than publish an intent to award a sole source. However, Winthrop's failure to do so does not create a ground of protest. Moreover, the fact remains that the brand name only nature of the specifications was clear in the IFB and was not modified by the addenda. Therefore, the CPOC finds that Safeway's second ground of protest is an untimely protest of the original IFB.

This begs the question of what to do with the intended award of a sole source contract to JCI when all Winthrop actually intended to do was justify the use of a brand name only specification in the IFB. Winthrop cannot maintain both the intent to award and the IFB because they inherently conflict with one another. Winthrop has recognized that they committed administrative error posting an intent to award a sole source contract to JCI as a means of justifying its intent to issue an IFB with a brand name only specification for the fire alarm system and has requested that the CPOC cancel the intended award of a sole source to JCI. It is clear from the facts of this case that JCI has not performed under a sole source contract with Winthrop and Winthrop never intended JCI to do so. Therefore, per Regulation 19-445.2085C(7), the CPOC cancels Winthrop's intended award/award of a sole source contract to JCI due to "[a]dministrative error of the purchasing agency discovered prior to performance."

Safeway's third ground of protest states:

The engineering firm, Burdette Engineering, has provided specification sheets specific to fire alarm systems as a reference for the type of backboxes, connections, and mounting required to meet the intent of the IFB. The documentation provided does not meet the intent of the design requirements listed in the Project Manual as listed under 1.2 Scope (B). The plans incorrectly show a non-Simplex product and is a clear misrepresentation of a properly engineered Simplex fire alarm system as required by 1.2 Scope (B). Safeway has requested clarity on this issue to ensure the proper backboxes are supplied in

order to ensure a compliant system and this request has not been issued. Failing to provide adequate design criteria would cause undo harm to a prospective bidder.

Once again, Safeway protest something contained within the original IFB, not the addenda.

Safeway's first three grounds of protest do not protest anything added or changed by Addendum's Numbers 1 and 2. Instead, these grounds protest information contained within the solicitation issued on August 2, 2023. Therefore, the CPOC lacks jurisdiction to consider these grounds of protest, and they are dismissed.

Safeway's fourth ground of protest states:

Amendment 2 specifically states the presence of asbestos containing materials. This report generated September 15-17 of 2021 clearly indicates the presence of critical information relevant to the IFB and was clearly available at the time of the IFB request. This information was withheld from the IFB for approximately 34² calendar days and only made available after the prescheduled site visit dated August 17, 2023. Had this critical information been provided in a timely manner all prospective bidders would have been provided a fair and equal opportunity to review the site with an approved asbestos abatement contractor in an effort to provide a responsible bid offering. Failing to provide sufficient time for the prospective bidder to review asbestos abatement concerns with an appropriate listed subcontractor would cause undo risk and harm to the prospective bidder and potentially lead to a no-bid situation which would not maximize competition.

While providing an asbestos report for Bancroft with Addendum 2, nothing in the addendum set forth who is responsible for remediation when necessary for the work to proceed. Once Winthrop issued the report, one could argue this is the responsibility of the contractor per Section 10.3 of the General Conditions for Construction since the solicitation documents are otherwise silent. Therefore, Safeway's request for time to look at the building with a potential asbestos abatement subcontractor present is reasonable. However, if Winthrop's intent is that Winthrop will be responsible for abatement per Section 10.3.2 of the General Conditions, Winthrop should issue an addendum making clear this intent. In either event, an addendum clarifying roles and responsibilities is necessary. Therefore, the CPOC grants this ground of protest and directs that Winthrop issue an addendum clarifying responsibility for identifying and reporting the presence of asbestos and remediating the asbestos. If remediation will be the

² It is not clear where Safeway derives this number since Addendum 2 was issued 22 days after the IFB.

responsibility of the contractor, Winthrop should allow adequate time for bidders to examine Bancroft with a remediation subcontractor present.

Safeway's request for relief seems to set forth additional grounds of protest besides the foregoing. Specifically, the preamble to the enumerated requested relief states:

The Agency and Engineers IFB and specification is deeply flawed. The non-responsive questions do not provide for or promote an environment of equal opportunity, because it failed to provide the appropriate information to all prospective bidders and would prove harmful if left undisclosed. The IFB also fails to address critical OSE and State Procurement Code requirements such as those of OSE manual chapter 5 and 8 as well as SC Code § 11-35-3020 and § 11-35-2750.

However, Safeway's reference to "non-responsive questions" is hopelessly vague. The CPOC can only presume that Safeway means "non-responsive answers to questions." As the case may be, Safeway does not identify the questions or answers in the addenda that are at issue. Likewise, Safeway's claim that the "IFB also fails to address critical OSE and State Procurement Code Requirements is hopelessly vague. Moreover, this claim goes to the IFB issued on August 2, 2023, and is untimely.³

DECISION

For the reasons stated above, Safeway's first three grounds of protest are dismissed. The fourth ground of protest is granted with instructions to Winthrop to issue an addendum clarifying responsibility for identifying and reporting the presence of asbestos and remediating the asbestos. If remediation will be the

³ The CPOC observes that in various places in its protest, Safeway refers to subcontractor listing requirements and brand name only justifications. However, Safeway's references misconstrue the application of these requirements. For example, Safeway wants to dictate through the CPOC which subcontractors should be listed on the bid form pursuant to S.C. Code Ann. §11-35-3020(b)(i); however, this provision states that the governmental body (i.e. Winthrop) in consultation with the architect-engineer shall identify by license category, which subcontractors shall be listed. This provision further provides that the governmental body's decision is not protestable. Safeway likewise takes issue with the lack of a brand name only justification.

While the Manual for Planning and Execution of Permanent Improvements requires the governmental body to prepare such a justification, this requirement does not give rise to an independent ground of protest. The justification simply supports a governmental body's decision to use restrictive specifications. It is never actually a part of the solicitation itself but a document in the procurement file. It is clear from Safeway's protest that Safeway believes the specifications are overly restrictive because of the requirement that the contractor use a JCI fire alarm system. However, this objection is untimely.

responsibility of the contractor, Winthrop should allow adequate time for bidders to examine Bancroft with a remediation subcontractor present. Finally, per the request of Winthrop, the CPOC cancels Winthrop's intended award/award of a sole source contract to JCI due to "[a]dministrative error of the purchasing agency discovered prior to performance."



John St. C. White

Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2023)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2023 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.



Chris Gutierrez
110 Roundtree Rd Blythewood SC 29016
Phone: (803) 608-1748
Email: chrisg@safewaysignaling.com

Exhibit A

August 29, 2023

By Email To: protest-ose@mmo.sc.gov

By Email To: roachb@winthrop.edu

By Email To: JMcVey@mmo.sc.gov

By Email To: dburdette@burdetteengr.com

Office Of State Engineer
1201 Main Street Suite 600
Columbia, SC 29201
protest-ose@mmo.sc.gov

Benjamin Roach
Manager A & E Services
Facilities Management
349 Columbia Avenue
Rock Hill, SC 29733
roachb@winthrop.edu

Jim McVey, Jr., PE
Electrical Engineer
OSE Spartanburg Office
jmcvey@mmo.sc.gov

Donald J. Burdette, P.E., LEED AP
200 Regent Park Ct
Greenville, SC 29607
dburdette@burdetteengr.com

RE: PROTEST / REQUEST FOR ADMINISTRATIVE REVIEW OF:

STATE PROJECT NUMBER H47-9585-JM-C

FIRE ALARM REPLACEMENT / UPGRADE – BANCROFT

By Safeway Signaling Ltd. Co.

Date of Issuance of Invitation for Design-Bid-Build Construction Services: July 21, 2023

Date of Issuance of Amendment 1: August 21, 2023

Date of Issuance of Amendment 2: August 24, 2023

INTENT TO AWARD POSTED: TBD

Dear Chief Procurement Official and All Concerned,

Safeway Signaling Ltd. Co. ("Safeway") represents itself as a prospective bidder aggrieved in connection with the solicitation and potential award of this contract.

The grounds of this request for administrative review are set forth below. Following applicable law, this letter is intended to provide notice of the issues to be decided. For that reason, it does not purport to set forth all facts and evidence supporting the issues protested.



Chris Gutierrez
110 Roundtree Rd Blythewood SC 29016
Phone: (803) 608-1748
Email: chrisg@safewayssignaling.com

Safeway reserves the right and requests that the Office of State Engineer (OSE) issue a review providing all parties to the protest a briefing schedule and an opportunity to offer facts, evidence, and argument in support of this protest. If the OSE elects not to conduct a review or determines this protest to otherwise be averse to Safeway's request on this vital procurement, Safeway reserves the right to appeal as provided in SC Code § 11-35-4210(6).

TIMELY PROTEST

This protest is timely within the deadline set by §11-35-4210 of the State of South Carolina Code of Law and procurement regulation. The protest is made within fifteen days of the notice of amendments 2, posted August 24, 2023

PURPOSE OF THE SOLICITATION

The purpose of this Invitation for Design-Bid-Build Construction Services (IFB) is to obtain services and materials to implement and install a fire alarm system upgrade together with submittals, conduits, wiring, and devices. Completing these tasks requires expertise, qualification and licensing specific to fulfilling the solicitation requirements. The solicitation also states that a brand name specific item be provided by a specific subcontractor who has proprietary control of the product being requested.

The Solicitation contains a number of specific requirements. It is incumbent upon a proposer to include all of the required information in its offer. The Agency cannot consider or evaluate any potential bidder who has not met the requirements of the ITB and SCLLR.

GROUND'S OF PROTEST

1. The IFB contains information specific to the proprietary fire alarm system manufacture Simplex which is owned by Johnson Controls Incorporated (JCI). The IFB fails to list a brand name justification for Simplex or that Johnson Controls must be a listed subcontractor to provide and install the proprietary Simplex fire alarm system as required by OSE's manual 8.6.1 Agency's Authorization of Brand Name Only Specification and 5.18.2 Subcontractor Listing Requirements.
2. The Agency is representing that it will sole source JCI on its public website (provided as separate attachment) while expressing a need for the prospective bidder to sole source JCI via the IFB. This is in contrast to the intent of the IFB and the agency nor the engineering firm, Burdette Engineering, have offered to clarify the intent despite Safeway's attempt to question the reasoning behind this decision. The Agency and its representative engineering firm are not providing equal opportunity or maximized competition for this project by convoluting the IFB requirements with documentation that is in contrast with the IFB, which could lead to a no-bid situation allowing the Agency to choose its contractor in bias or provide significant loss to the prospective bidder who would not be aware of the actual intent. In addition, a fire alarm with supervisory station monitoring services could be provided in the building in an effort to ensure compliance with § 11-35-2750 maximizing competition to ensure a fair and reasonable cost to The State. The Agency and engineering firm could also provision this IFB as solely electrical services as a rough in project in addition to the allocation of a sole source award to JCI for the fire alarm specific portion maximizing competition as well as providing additional opportunity to small and minority business.
3. The engineering firm, Burdette Engineering, has provided specification sheets specific to fire alarm systems as a reference for the type of backboxes, connections, and mounting required to meet the intent of the IFB. The documentation provided does not meet the intent of the design requirements listed in the Project Manual as listed under 1.2 Scope (B). The plans incorrectly show a non-Simplex product and is a clear misrepresentation of a properly engineered Simplex fire alarm system as required by 1.2 Scope (B). Safeway has requested clarity on this issue to ensure the proper backboxes are supplied in order to ensure a compliant system and this request has not been issued. Failing to provide adequate design criteria would cause undo harm to a prospective bidder.



Chris Gutierrez
110 Roundtree Rd Blythewood SC 29016
Phone: (803) 608-1748
Email: chrisg@safewaysignaling.com

4. Amendment 2 specifically states the presence of asbestos containing materials. This report generated September 15-17 of 2021 clearly indicates the presence of critical information relevant to the IFB and was clearly available at the time of the IFB request. This information was withheld from the IFB for approximately 34 calendar days and only made

available after the prescheduled site visit dated August 17, 2023. Had this critical information been provided in a timely manner all prospective bidders would have been provided a fair and equal opportunity to review the site with an approved asbestos abatement contractor in an effort to provide a responsible bid offering. Failing to provide sufficient time for the prospective bidder to review asbestos abatement concerns with an appropriate listed subcontractor would cause undo risk and harm to the prospective bidder and potentially lead to a no-bid situation which would not maximize competition.

RELIEF REQUESTED

The Agency and Engineers IFB and specification is deeply flawed. The non-responsive questions do not provide for or promote an environment of equal opportunity, because it failed to provide the appropriate information to all prospective bidders and would prove harmful if left undisclosed. The IFB also fails to address critical OSE and State Procurement Code requirements such as those of OSE manual chapter 5 and 8 as well as SC Code § 11-35-3020 and § 11-35-2750. Considering these facts, which are not disputable, Safeway seeks the following relief:

- That the OSE direct the Agency and Engineer to provide for a brand name or equal provision with supervisory station monitoring via an amendment or brand name justification and to provide a subcontractor listing requirement for JCI.
- That the OSE direct the Agency and Engineer to provision the IFB to electrical services only and offer the rough-in of the conduits and power without the requirement to provide JCI as a subcontractor to allow maximum participation to small and minority businesses.
- That the OSE direct the Agency and Engineer to allow for and coordinate a second site visit plus 14 calendar days of extension from the second coordinated site visit date to allow adequate time commensurate to the original dates of the 17th to the 31st for the prospective bidders to review the site with an asbestos abatement contractor and provide a responsible bid.
- That the OSE direct the Agency and Engineer to provide answers to all questions as they relate to the IFB with a question cut off period 5 days after second site visit.
- That the OSE direct the Agency and Engineer to provide conduit run specific details as would normally be applied to an electrical engineering plan so that conduit fill and sizes are adequately provisioned for the fire alarm wiring circuits and can be adequately accounted for during the bid stage.
- That the OSE direct the Agency and Engineer to provide complete engineering drawings with all NAC panel locations and/or audio amplifiers needed to be bid with electrical breaker locations to be utilized per manufacture power specifications.
- That the OSE direct the Agency to provide its asbestos policy for review via an amendment if one is available.
- That the OSE direct the Engineer to provide all specification cut sheets as they pertain to the Simplex fire alarm system design intent if OSE determines brand name is justified.



Chris Gutierrez
110 Roundtree Rd Blythewood SC 29016
Phone: (803) 608-1748
Email: chrisg@safewaysignaling.com

Safeway appreciates your timely consideration of this protest.

Sincerely,

Safeway Signaling Ltd. Co.

Chris Gutierrez

Chris Gutierrez

MMO/OSE - 102

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

AGENCY: Winthrop University

PROJECT NAME: Fire Alarm Replacement / Upgrade - Bancroft

PROJECT NUMBER: H47-9585-JM-C

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of SC Code § 11-35-1560 and SC Regulation 19-445.2105

This Agency proposes to procure:

Fire alarm system replacement for Winthrop University Bancroft Hall

(1)

as a Sole Source Procurement from:

Johnson Controls

(2)

Description of need that this procurement meets:

To replace the existing Gamewell fire alarm system that is old, failing and parts are obsolete and no longer available with a new code compliant voice evacuation system that reports through the existing central campus monitoring system.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs:

Winthrop has invested in JCI systems with a campus network to the head end at campus security to replace the outdated Gamewell box system. From inquiries, no other manufacturer's panels can interface with the head end. To introduce another fire alarm system manufacturer would require costly head end duplication and maintenance.

Detailed explanation why no other product/service will meet the Agency's needs:

Johnson Controls, former Simplex Grinnell, is the vendor for the central campus fire alarm system. In order to be compatible with and communicate efficiently with the front end system for global reporting, the new equipment need to be a Johnson Controls product.

BY: 

(Signature of Agency Head of Designee)

DATE: 7-25-2023

PRINT NAME: James J. Grigg

TITLE: AVP Facilities Management

- NOTES:**
1. Enter description of products or services to be procured.
 2. Enter name of Sole Source contractor/supplier.

THE DRUG FREE WORKPLACE ACT APPLIES TO ALL SOLE SOURCE PROCUREMENTS OF \$50,000 OR GREATER.

MMO/OSE – 102A

NOTICE OF INTENT TO SOLE SOURCE

AGENCY: Winthrop University

PROJECT NAME: Fire Alarm Replacement-Upgrades-Bancroft

PROJECT NUMBER: H47-9585-JM-C

AGENCY CONTACT NAME: James J. Grigg

AGENCY CONTACT EMAIL: griggj@winthrop.edu **TELEPHONE:** (803) 323-2261

The Agency hereby provides notice that pursuant to the authority of SC Code § 11-35-1560 and SC Regulation 19-445.2105, they propose to procure:

Fire Alarm replacement

(1)

as a Sole Source Procurement from:

Johnson Controls

(2)

Agency's Justification for a Sole Source Procurement may be viewed or immediately obtained at:

Winthrop University's Facilities Management Office - Ben Roach (803) 242-9533

RIGHT TO PROTEST (SC Code § 11-35-4210)

Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may be entitled to protest. To protest an award, you must (i) submit notice of your intent to protest within five (5) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the Chief Procurement Officer for Construction within the time provided. Protests must set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mmo.sc.gov, or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Construction

Ad Start Date: August 2, 2023

Agency/Owner: Winthrop University

Project Name: Fire Alarm Replacement/Upgrade - Bancroft

Project Number: H47-9585-JM-C

Construction Cost Range: \$150,000 to \$250,000

Project Location: Bancroft Hall, 1882 Alumni Dr Rock Hill SC 29733

Description of Project/Services:

Replacement of existing fire alarm system in Bancroft Hall (60,668 SF) with fire alarm voice evacuation system.

Bid/Submittal Due Date & Time: August 31, 2023 - 2:00pm

Number of Bid/Submittal Copies: 1

Project Delivery Method: Design-Bid-Build

Agency Project Coordinator: Ben Roach

Email: roachb@winthrop.edu

Telephone: (803) 242-9533

Documents May Be Obtained From: Burdette Engineering - ahutchins@burdetteeng.com

Project Details: https://scbo.sc.gov/files/scbo/SE-310_H47-9585-JM-C%20Executed.pdf

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
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PROJECT MANUAL FOR

Fire Alarm Replacement / Upgrade - Bancroft **State Project No. H47-9585-JM-C**

Winthrop University
Rock Hill, SC

July 21, 2023

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TECHNICAL SPECIFICATIONS

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DIVISION 28 ELECTRONIC SAFETY AND SECURITY

284621 VOICE FIRE ALARM SYSTEM

SE-310 INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY: Winthrop University

PROJECT NAME: Fire Alarm Replacement/Upgrade - Bancroft

PROJECT NUMBER: H47-9585-JM-C CONSTRUCTION COST RANGE: \$150,000 to \$250,000

PROJECT LOCATION: Bancroft Hall, 1882 Alumni Dr Rock Hill SC 29733

DESCRIPTION OF PROJECT/SERVICES: *(450 character limit)*

Replacement of existing fire alarm system in Bancroft Hall (60,668 SF) with fire alarm voice evacuation system.

BID/SUBMITTAL DUE DATE: 08/31/2023 TIME: 02:00 PM NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: Ben Roach

EMAIL: roachb@winthrop.edu TELEPHONE: (803) 242-9533

DOCUMENTS OBTAINED FROM: Burdette Engineering - ahutchins@burdetteengr.com

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

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

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

Agency **WILL NOT** accept Bids sent via email.

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

A/E NAME: Burdette Engineering, Inc. A/E CONTACT: Don Burdette, PE

EMAIL: dburdette@burdetteengr.com TELEPHONE: (864) 297-8717

PRE-BID CONFERENCE: ☒ Yes ☐ No MANDATORY ATTENDANCE: ☐ Yes ☒ No

PRE-BID DATE: 08/17/2023 TIME: 10:00 AM

PRE-BID PLACE: Facilities Management Conference Room

BID OPENING PLACE: Facilities Management Conference Room

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Ben Roach

349 Columbia Avenue

Rock Hill, S.C. 29733

MAIL SERVICE:

Attn: Ben Roach

349 Columbia Avenue

Rock Hill, S.C. 29733

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? ☐ Yes ☒ No

APPROVED BY:



(OSE PROJECT MANAGER)

DATE: 08/02/2023

South Carolina Division of Procurement Services, Office of State Engineer Version of **AIA** Document A701™ – 2018

Instructions to Bidders

This version of AIA Document A701™–2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A701–2018 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–2018 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701™– 2018, Instructions to Bidders — SCOSE Version,” or “AIA Document A701™–2018 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, State Project Number, location, and detailed description)

Fire Alarm Replacement / Upgrade - Bancroft

H47-9585-JM-C

Rock Hill, SC

THE OWNER:

(Name, legal status, address, and other information)

Winthrop University

349 Columbia Avenue

Rock Hill, SC 29733

The Owner is a Governmental Body of the State of South Carolina as defined by S.C. Code Ann. § 11-35-310.

THE ARCHITECT:

(Name, legal status, address, and other information)

Burdette Engineering, Inc.

200 Regent Park Court

Greenville, SC 29607

This version of AIA Document A701-2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A701–2018 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.1.1 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA Document A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, has correlated the Bidder's observations with the requirements of the Proposed Contract Documents, and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in S.C. Code Ann. Reg. 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor; and
- .7 the Bidder understands that it may be required to accept payment by electronic funds transfer (EFT).

§ 2.2 Certification of Independent Price Determination

§ 2.2.1 GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SC CODE OF LAWS §16-9-10 AND OTHER APPLICABLE LAWS.

§ 2.2.2 By submitting a Bid, the Bidder certifies that:

- .1 The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - .1 those prices;
 - .2 the intention to submit a Bid; or
 - .3 the methods or factors used to calculate the prices offered.
- .2 The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- .3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

§ 2.2.3 Each signature on the Bid is considered to be a certification by the signatory that the signatory:

- .1 Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.2.2 of this certification; or
- .2 Has been authorized, in writing, to act as agent for the Bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.2.2 of this certification [As used in this subdivision, the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];
- .3 As an authorized agent, does certify that the principals referenced in Section 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

§ 2.2.4 If the Bidder deletes or modifies Section 2.2.2.2 of this certification, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

§ 2.2.5 Drug Free Workplace Certification

By submitting a Bid, the Bidder certifies that, if awarded a contract, Bidder will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code Ann. 44-107-10, et seq.

§ 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

§ 2.2.6.1 By submitting a Bid, Bidder certifies, to the best of its knowledge and belief, that:

- .1 Bidder and/or any of its Principals-
 - .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - .2 Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.2.6.1.1.2 of this provision.
- .2 Bidder has not, within a three-year period preceding this Bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- .3 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

§ 2.2.6.2 Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

§ 2.2.6.3 If Bidder is unable to certify the representations stated in Section 2.2.6.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsible.

§ 2.2.6.4 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section 2.2.6.1 of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

§ 2.2.6.5 The certification in Section 2.2.6.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

§ 2.2.7 Ethics Certificate

By submitting a Bid, the Bidder certifies that the Bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the SC Code of Laws, as amended (Ethics Act). The following statutes require special attention: S.C. Code Ann. §8-13-700, regarding use of official position for financial gain; S.C. Code Ann. §8-13-705, regarding gifts to influence action of public official; S.C. Code Ann. §8-13-720, regarding offering money for advice or assistance of public official; S.C. Code Ann. §8-13-755 and §8-13-760, regarding restrictions on employment by former public official; S.C. Code Ann. §8-13-775, prohibiting public official with economic interests from acting on contracts; S.C. Code Ann. §8-13-790, regarding recovery of kickbacks; S.C. Code Ann. §8-13-1150, regarding statements to be filed by consultants; and S.C. Code Ann. §8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If the contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, the contractor shall, if required by law to file such a statement, provide the statement required by S.C. Code Ann. §8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

§ 2.2.8 Restrictions Applicable To Bidders & Gifts

Violation of these restrictions may result in disqualification of your Bid, suspension or debarment, and may constitute a violation of the state Ethics Act.

§ 2.2.8.1 After issuance of the solicitation, Bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.

§ 2.2.8.2 Unless otherwise approved in writing by the Procurement Officer, Bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.

§ 2.2.8.3 Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. SC Regulation 19-445.2165(C) broadly defines the term donor.

§ 2.2.9 Open Trade Representation

By submitting a Bid, the Bidder represents that Bidder is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. §11-35-5300.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to all plan holders who return the paper Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Reserved

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.1.6 All persons obtaining Bidding Documents from the issuing office designated in the advertisement shall provide that office with Bidder's contact information to include the Bidder's name, telephone number, mailing address, and email address.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Architect's attention prior to Bid Opening.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids.

§ 3.2.3 Modifications, corrections, changes, and interpretations of the Bidding Documents shall be made by Addendum. Modifications, corrections, changes, and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 As provided in S.C. Code Ann. Reg. 19-445.2042(B), nothing stated at the Pre-bid conference shall change the Bidding Documents unless a change is made by Addendum.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Where "brand name or equal" is used in the Bidding Documents, the listing description is not intended to limit or restrict competition.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.2.4 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids established in the invitation to bid.

Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued at least five (5) business days before the day of the Bid Opening, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids. A business day runs from midnight to midnight and excludes weekends and state and federal holidays.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue an Addendum prior to the original Bid Date, the Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with an Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) business day after the date of issuance of the Addendum postponing the original Bid Date.

§ 3.4.6 If an emergency or unanticipated event interrupts normal government processes so that Bids cannot be received at the government office designated for receipt of Bids by the exact time specified in the solicitation, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule Bid Opening. If state offices are closed in the county in which Bids are to be received at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Bidders shall visit <https://www.scemd.org/closings/> for information concerning closings.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the Bid Form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in numbers.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. Bidder shall not make stipulations or qualify his Bid in any manner not permitted on the Bid Form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

§ 4.1.5 All requested Alternates shall be bid. The failure of the Bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change".

§ 4.1.6 Pursuant to S.C. Code Ann. § 11-35-3020(b)(i), as amended, Section 7 of the Bid Form sets forth a list of proposed subcontractors for which the Bidder is required to identify those subcontractors the Bidder will use to perform the work listed. Bidder must follow the instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

§ 4.1.7 Contractors and subcontractors listed in Section 7 of the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed as required by law at the time of bidding.

§ 4.1.8 Each copy of the Bid shall state the legal name and legal status of the Bidder. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

§ 4.1.9 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 If required by the invitation to bid, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bid Bond shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty", which company shows a financial strength rating of at least five (5) times the contract price.
- .3 be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and performance and payment bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 By submitting a Bid Bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

§ 4.3.2 All paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner's designated purchasing office as shown in the invitation to bid. The envelope shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, or special delivery service (UPS, Federal Express, etc.), the sealed envelope shall be labelled "SEALED BID ENCLOSED" on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the invitation for bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner's Procurement Officer or his/her designee as shown in the invitation to bid prior to the time of the Bid Opening.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.6 The official time for receipt of Bids will be determined by reference to the clock designated by the Owner's Procurement Officer or his/her designee. The Procurement Officer conducting the Bid Opening will determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the Procurement Officer at the time the announcement is completed will be timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the Procurement Officer.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

Bids received on time will be publicly opened and read aloud. The Owner will not read aloud Bids that the Owner determines, at the time of opening, to be non-responsive.

§ 5.1.1 At Bid Opening, the Owner will announce the date and location of the posting of the Notice of Intend to Award. If the Owner determines to award the Project, the Owner will, after posting a Notice of Intend to Award, send a copy of the Notice to all Bidders.

§ 5.1.2 The Owner will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

§ 5.1.3 If only one Bid is received, the Owner will open and consider the Bid.

§ 5.2 Rejection of Bids

§ 5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.2.2 The reasons for which the Owner will reject Bids include, but are not limited to:

- .1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- .2 Failure to deliver the Bid on time;
- .3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
- .4 Listing an invalid electronic Bid Bond authorization number on the Bid Form;
- .5 Failure to Bid an Alternate, except as expressly allowed by law;
- .6 Failure to list qualified subcontractors as required by law;
- .7 Showing any material modification(s) or exception(s) qualifying the Bid;
- .8 Faxing a Bid directly to the Owner or Owner's representative; or
- .9 Failure to include a properly executed Power-of-Attorney with the Bid Bond.

§ 5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid

will result in the lowest overall cost to the Owner even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed available funds. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Responsibility

Owner will make a determination of Bidder's responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Owner to support the Owner's evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Owner, at its option, to determine the Bidder to be non-responsive.

§ 6.2 Reserved

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.4 Posting of Intent To Award

The Notice of Intent to Award will be posted at the following location:

Room or Area of Posting: Lobby

Building Where Posted: Facilities Management Office

Address of Building: 349 Columbia Avenue, Rock Hill, SC 29733

WEB site address (if applicable): N/A

Posting date will be announced at Bid Opening. In addition to posting the Notice, the Owner will promptly send all responsive Bidders a copy of the Notice of Intent to Award and the final bid tabulation

§ 6.5 Protest of Solicitation or Award

§ 6.5.1 If you are aggrieved in connection with the solicitation or award of a contract, you may be entitled to protest, but only as provided in S.C. Code Ann. § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the State Engineer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

§ 6.5.2 Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing:

- .1 by email to protest-ose@mmo.sc.gov,
- .2 by facsimile at 803-737-0639, or
- .3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the state of South Carolina.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of 100% of the Contract Sum.

§ 7.2 Time of Delivery of Contract, Certificates of Insurance, and Form of Bonds

§ 7.2.1 Following expiration of the protest period, the Owner will forward the Contract for Construction to the Bidder for signature. The Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three (3) days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder's failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder's Bid and to make claim on the Bid Security for re-procurement cost.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on the Performance Bond and Payment Bond forms included in the Bid Documents.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, SCOSE Version.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, SCOSE Version.
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit
- .5 Drawings

Number	Title	Date
See Exhibit "A"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "B"			

.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

☐ The Sustainability Plan:

☐ Supplementary and other Conditions of the Contract:

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

ARTICLE 9 Miscellaneous

§ 9.1 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Important Tax Notice - Nonresidents Only

§ 9.1.1 Withholding Requirements for Payments to Nonresidents: SC Code of Laws §12-8-550 requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

§ 9.1.2 For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

§ 9.1.3 This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (Available through SC Department of Revenue).

§ 9.2 Submitting Confidential Information

§ 9.2.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains

information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in SC Code of Laws §11-35-410.

§ 9.2.2 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Bidder contends contains a trade secret as that term is defined by SC Code of Laws §39-8-20.

§ 9.2.3 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the Bidder contends is protected by SC Code of Laws §11-35-1810.

§ 9.2.4 All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire Bid as confidential, trade secret, or protected! If your Bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

§ 9.2.5 By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

§ 9.2.6 In determining whether to release documents, the State will detrimentally rely on the Bidders' marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".

§ 9.2.7 By submitting a response, the Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

§ 9.3 Solicitation Information From Sources Other Than Official Source

South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the Bidder's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

§ 9.4 Builder's Risk Insurance

Bidders are directed to Exhibit A of the AIA Document A101, 2017 SCOSE Version, which, unless provided otherwise in the Bid Documents, requires the contractor to provide builder's risk insurance on the project.

§ 9.5 Tax Credit For Subcontracting With Minority Firms

§ 9.5.1 Pursuant to S.C. Code Ann. §12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

§ 9.5.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

§ 9.5.3 The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: S.C. Code Ann. §11-35-5010 – Definition for Minority Subcontractor & S.C. Code Ann. §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.6 Other Special Conditions Of The Work

EXHIBIT “A”
APPENDED TO A701 ARTICLE 8.1.5
DRAWINGS

T001	TITLE SHEET
FA001	FIRE ALARM NOTES, SYMBOLS AND DETAILS
FA101	FIRE ALARM GROUND FLOOR PLAN
FA102	FIRE ALARM 1 ST FLOOR PLAN
FA103	FIRE ALARM 2 ND FLOOR PLAN
FA104	FIRE ALARM 3 RD FLOOR PLAN
FA105	FIRE ALARM ATTIC PLAN
FAD101	FIRE ALARM DEMOLITION GROUND FLOOR PLAN
FAD102	FIRE ALARM DEMOLITION 1 ST FLOOR PLAN
FAD103	FIRE ALARM DEMOLITION 2 ND FLOOR PLAN
FAD104	FIRE ALARM DEMOLITION 3 RD FLOOR PLAN
FAD105	FIRE ALARM DEMOLITION ATTIC PLAN

EXHIBIT "B"
APPENDED TO A701 ARTICLE 8.1.6
SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

010000 BASIC REQUIREMENTS

014000 QUALITY REQUIREMENTS

DIVISION 26 - ELECTRICAL

260500 GENERAL PROVISIONS

260501 BASIC MATERIALS

260515 DEMOLITION

260519 CONDUCTORS

260539 ELECTRICAL RACEWAYS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

284621 VOICE FIRE ALARM SYSTEM



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

XXX

XXX

SURETY:

(Name, legal status and principal place of business)

XXX

XXX

OWNER:

(Name, legal status and address)

Winthrop University

349 Columbia Avenue, Rock Hill, SC 29733

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

Fire Alarm Replacement / Upgrade - Bancroft

Rock Hill, SC

Project Number, if any: H47-9585-JM-C

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this _____ day of _____

(Witness)

(Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

Init.

SE-330

LUMP SUM BID FORM

Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: Winthrop University
(Agency's Name)

FOR: PROJECT NAME: Fire Alarm Replacement / Upgrade - Bancroft
PROJECT NUMBER: H47-9585-JM-C

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Agency on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security in the amount and form required by the Bidding Documents.

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

ADDENDA: ☐ #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Agency.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Replacement of existing fire alarm system in Bancroft Hall (60,668 SF) with fire alarm voice evacuation system.

\$ _____, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330

LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED (See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME (Completed by Agency)	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION (Completed by Agency)	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR (Required - must be completed by Bidder)	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER (Requested, but not Required)
BASE BID			
NO SUBCONTRACTOR LISTING REQUIRED			
ALTERNATE #1			
ALTERNATE #2			
ALTERNATE #3			

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

SE-330

LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (*FOR INFORMATION ONLY*):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Agency upon the Agency's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within 120 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$ 200.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, referenced in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

SE-330
LUMP SUM BID FORM**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION****SC Contractor's License Number(s):** _____**Classification(s) & Limits:** _____**Subclassification(s) & Limits:** _____

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _____**ADDRESS:** _____

TELEPHONE: _____**EMAIL:** _____**SIGNATURE:** _____ **DATE:** _____**PRINT NAME:** _____**TITLE:** _____

**South Carolina Division of Procurement
Services, Office of State Engineer Version of
 AIA[®] Document A101[®] – 2017**

***Standard Form of Agreement Between Owner and
Contractor where the basis of payment is a Stipulated Sum***

This version of AIA Document A101[®]–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A101–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A101–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A101[®]–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — SCOSE Version,” or “AIA Document A101[®]–2017 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

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

Winthrop University
349 Columbia Avenue
Rock Hill, SC 29733

The Owner is a Governmental Body of the State of South Carolina as defined in
S.C. Code Ann. § 11-35-310.

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

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

Fire Alarm Replacement / Upgrade - Bancroft
H47-9585-JM-C
Rock Hill, SC

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

Burdette Engineering, Inc.
200 Regent Park Court
Greenville, SC 29607

The Owner and Contractor agree as follows.

This version of AIA Document A101–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A101–2017 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided elsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

§ 3.2 The Contract Time as provided in the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the Contract Time indicated in the Notice to Proceed.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum:

(Insert the accepted Alternates.)

Item	Price
------	-------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to S.C. Code Ann. § 12-8-550 (Withholding Requirements for Payments to Non-Residents), in accordance with AIA Document A201®-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold three and one-half percent (3.5%), as retainage, from the payment otherwise due.

§ 5.1.7.2 When a portion, or division, of Work as listed in the Schedule of Values is 100% complete, that portion of the retained funds which is allocable to the completed division must be released to the Contractor. No later than ten (10) days after receipt of retained funds from the Owner, the Contractor shall pay to the subcontractor responsible for such completed work the full amount of retainage allocable to the subcontractor's work.

§ 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

Init.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect’s final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims and disputes shall be resolved in accordance with Article 15 of AIA Document A201–2017.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

§ 8.2.1 The Owner designates the individual listed below as its Senior Representative (“Owner’s Senior Representative”), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:

Name: James J. Grigg
Title: Associate Vice President Facilities Management
Address: 349 Columbia Avenue, Rock Hill, SC 29733
Telephone: 803-323-2261
Email: griggj@winthrop.edu

§ 8.2.2 The Owner designates the individual listed below as its Owner’s Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

Name: Benjamin M. Roach
Title: Senior Project Manager
Address: 349 Columbia Avenue, Rock Hill, SC 29733
Telephone: 803-242-9533
Email: roachb@winthrop.edu

§ 8.3 The Contractor’s representative:

§ 8.3.1 The Contractor designates the individual listed below as its Senior Representative (“Contractor’s Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

Name:

Title:
Address:
Telephone:
Email:

§ 8.3.2 The Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

Name:
Title:
Address:
Telephone:
Email:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 The Architect's representative:

Name: Donald J. Burdette, P.E., LEED AP
Title: President
Address: 200 Regent Park Court, Greenville, SC 29607
Telephone: 864-297-8717
Email: dburdette@burdetteengr.com

§ 8.6 Insurance and Bonds

§ 8.6.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101®–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall provide bonds as set forth in AIA Document A101®–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format 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.)

§ 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:

(Check box if applicable to this Contract)

☐ The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

- .1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.

- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.8.2 The Owner's review of the Contractor's schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner's review shall not relieve the Contractor of any obligations.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101®–2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101®–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201®–2017, SCOSE Version General Conditions of the Contract for Construction
- .4 Form SE-390, Notice to Proceed – Construction Contract
- .5 Drawings

Number	Title	Date
See Exhibit "B"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "C"			

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐

The Sustainability Plan:

Title

Date

Pages

☐

Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201®–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Form SE-310, Invitation for Construction Services

Instructions to Bidders (AIA Document A701-2018 OSE Version)

Form SE-330, Contractor's Bid (Completed Bid Form)

Form SE-370, Notice of Intent to Award

Certificate of Procurement Authority issued by the State Fiscal Accountability Authority

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Edward A. Serna, President

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name, State Project Number, and location or address)

Fire Alarm Replacement / Upgrade - Bancroft
H47-9585-JM-C
Rock Hill, SC

THE OWNER:
(Name, legal status and address)

Winthrop University
349 Columbia Avenue
Rock Hill, SC 29733

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

THE CONTRACTOR:
(Name, legal status and address)

This version of AIA Document A101–2017 Exhibit A is modified by the South Carolina Division of Procurement, Office of State Engineer. Publication of this version of AIA Document A101 Exhibit A does not imply the American Institute of Architects' endorsement of any modification by the South Carolina Division of Procurement, Office of State Engineer.

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

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction, SCOSE Version.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Reserved

§ A.2.3.1 Reserved

§ A.2.3.1.1 Reserved

§ A.2.3.1.2 Reserved

§ A.2.3.1.3 Reserved

§ A.2.3.1.4 Reserved

§ A.2.3.2 Reserved

§ A.2.3.3 Reserved

§ A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.

☐

§ A.2.4.1 Other Insurance

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section A.3, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section A.3, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, \$1,000,000 aggregate for products-completed operations hazard, \$1,000,000 personal and advertising injury, \$50,000 fire damage (any one fire), and \$5,000 medical expense (any one person) providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 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.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Employers Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The umbrella policy limits shall not be less than \$3,000,000.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for claims, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Required Property Insurance

§ A.3.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ A.3.3.1.1 Causes of Loss. The insurance required by this Section A.3.3.1 shall provide coverage for direct physical loss or damage and shall include the risks of fire (with extended coverage), explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, workmanship, or materials.

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.3.3.1.2 Specific Required Coverages. The insurance required by this Section A.3.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. (Indicate below the cause of loss and any applicable sub-limit.)

Init.

§ A.3.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.3.3.1 with property insurance written for the total value of the Project.

§ A.3.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.3.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.3.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.3.3.3 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

§ A.3.3.4 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section A.3.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ A.3.4 Contractor's Other Insurance Coverage

§ A.3.4.1 Insurance selected and described in this Section A.3.4 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.4.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ **§ A.3.4.2.1 Reserved**

☐ **§ A.3.4.2.2** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ **§ A.3.4.2.3** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

☐ **§ A.3.4.2.4 Boiler and Machinery Insurance**
The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ A.3.5 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

§ A.3.5.1 Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

§ A.3.5.2 The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- .3 remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

§ A.3.5.3 Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

EXHIBIT “B”
APPENDED TO A101 ARTICLE 9.1.5
DRAWINGS

T001	TITLE SHEET
FA001	FIRE ALARM NOTES, SYMBOLS AND DETAILS
FA101	FIRE ALARM GROUND FLOOR PLAN
FA102	FIRE ALARM 1 ST FLOOR PLAN
FA103	FIRE ALARM 2 ND FLOOR PLAN
FA104	FIRE ALARM 3 RD FLOOR PLAN
FA105	FIRE ALARM ATTIC PLAN
FAD101	FIRE ALARM DEMOLITION GROUND FLOOR PLAN
FAD102	FIRE ALARM DEMOLITION 1 ST FLOOR PLAN
FAD103	FIRE ALARM DEMOLITION 2 ND FLOOR PLAN
FAD104	FIRE ALARM DEMOLITION 3 RD FLOOR PLAN
FAD105	FIRE ALARM DEMOLITION ATTIC PLAN

EXHIBIT "C"
APPENDED TO A101 ARTICLE 9.1.6
SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

010000 BASIC REQUIREMENTS

014000 QUALITY REQUIREMENTS

DIVISION 26 - ELECTRICAL

260500 GENERAL PROVISIONS

260501 BASIC MATERIALS

260515 DEMOLITION

260519 CONDUCTORS

260539 ELECTRICAL RACEWAYS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

284621 VOICE FIRE ALARM SYSTEM

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

This version of AIA Document A201[®]–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201[®]–2017, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201[®]–2017 — SCOSE Version.”

South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name, State Project Number, and location or address)

Fire Alarm Replacement / Upgrade - Bancroft
H47-9585-JM-C
Rock Hill, SC

THE OWNER:

(Name, legal status, and address)

Winthrop University
349 Columbia Avenue
Rock Hill, SC 29733

The Owner is a Governmental Body of the State of South Carolina as defined in S.C.
Code Ann. § 11-35-310.

THE ARCHITECT:

(Name, legal status, and address)

Burdette Engineering, Inc.
200 Regent Park Court
Greenville, SC 29607

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

- .1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.
- .2 A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.
- .3 Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.
- .4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Reserved

§ 1.1.9 Notice to Proceed

Init.

The Notice to Proceed is a document issued by the Owner to the Contractor directing the Contractor to begin prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence and establish the initial date of the Substantial Completion.

§ 1.1.10 State Engineer

“State Engineer” means the person holding the position as head of the State Engineer’s Office. The State Engineer’s Office is created by S.C. Code Ann. § 11-35-830, and is sometimes referred to in the Contract Documents as “Office of State Engineer” or “OSE.” The State Engineer is also the Chief Procurement Officer for Construction, sometimes referred to in the Contract Documents as “CPOC”.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of patent ambiguities within or between parts of the Contract Documents, the Contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect’s interpretation.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a violation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.6.3 Notice to Contractor shall be to the address provided in Section 8.3.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.2.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with Section 1.6.1.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation, including in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.7. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative noted in the Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to S.C. Code Ann. § 29-5-23.

§ 2.2 Reserved

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain a design professional lawfully licensed to practice, or an entity lawfully practicing, in the jurisdiction where the Project is located. The person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Subject to the Contractor's obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. However, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provided in the Contract Documents.

§ 2.3.6 The Owner shall furnish the Contract Documents to the Contractor in digital format.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 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 ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's Representative noted in the Agreement.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

- .1 The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (a) conditions bearing upon transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, electric power, and roads; (c) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (d) the conformation and conditions of the ground; and (e) the character of equipment and facilities needed preliminary to and during work performance.
- .2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this Contract.

- 3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from latent errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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 under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction and provide its findings to the Owner. Unless the Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider requests for the substitution of products in place of those specified. The Owner and Architect may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changes as a result of the substitution, except for the Architect's re-design costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 represents that the request includes a written representation identifying any potential effect the substitution may have on Project's achievement of a Sustainable Measure or the Sustainable Objective.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special 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 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the requirements of S.C Code Ann. Title 12, Chapter 8, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Pursuant to S.C. Code Ann. § 10-1-180, no local general or specialty building permits are required for state buildings. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits, fees, and licenses by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 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 appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent, acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall notify the Owner of any proposed change in the superintendent, including the reason therefore, prior to making such change. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. Subject to any additional requirements in the Contract Documents, the schedule shall contain detail appropriate for the Project, including at a minimum (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

- .1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval.
- .2 The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record (EOR) prior to submittal to the State Fire Marshal. The EOR will complete the Office of State Fire Marshal (OSFM) form "Request for Fire Sprinkler System Shop Review for State Construction Projects" and submit it to OSE for signature.
- .3 OSE will sign the form and return it to the Architect's EOR. The EOR will submit a copy of the signed form with the approved shop drawings to OSFM for review and approval; and, forward a copy of each to OSE.
- .4 Upon receipt of the OSFM approval letter, the EOR will forward a copy of the letter to the Owner, Contractor, Architect, and OSE.
- .5 Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to OSFM.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to

the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect'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) including loss of use resulting therefrom, 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. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Any reference in the Contract Documents to the Architect taking action or rendering a decision with a "reasonable time" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

§ 4.2.2 The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Work completed and correlated with the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly provide the other party with a copy of the request. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 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, and will not show partiality to either. Except in the case of interpretations resulting in omissions, defects, or errors in the Instruments of Service or perpetuating omissions, defects or errors in the Instruments of Service, the Architect will not be liable for results of interpretations or decisions rendered in good faith. If either party disputes the Architect's interpretation or decision, that party may proceed as provided in Article 15. The Architect's interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect's response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within fourteen (14) days after posting of the Notice of Intent to Award the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Owner shall not direct the Contractor to contract with any specific individual or entity for supplies or services unless such supplies and services are necessary for completion of the Work and the specified individual or entity is the only source of such supply or service.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes reasonable objection to such substitution. The Contractor’s request for substitution must be made to the Owner in writing, accompanied by supporting information.

§ 5.2.5 A Subcontractor identified in the Contractor’s Bid pursuant to the subcontractor listing requirements of Section 7 of the Bid Form may only be substituted in accordance with and as permitted by the provisions of S.C. Code Ann. § 11-35-3021. A proposed substitute for a listed subcontractor shall also be subject to the Owner’s approval as set forth in Section 5.2.3.

§ 5.2.6 A Contractor may substitute one prospective subcontractor for another, with the approval of the Owner as follows:

- .1 If the Contractor requests the substitution, the Contractor is responsible for all costs associated with the substitution.
- .2 If the Owner requests the substitution, the Owner is responsible for any resulting increased costs to the Contractor.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein, or in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.1.6, 7.3.3, 7.5, 13.1, 13.9, 14.3, 14.4, and 15.1.7.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

§ 5.3.4 The Contractor shall assure the Owner that all agreements between the Contractor and its Subcontractor incorporate the provisions of Section 5.3.1 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights. The Contractor's assurance shall be in the form of an affidavit or in such other form as the Owner may approve. Upon request, the Contractor shall provide the Owner or Architect with copies of any or all subcontracts or purchase orders.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

§ 5.4.5 Each subcontract shall specifically provide that the Subcontractor agrees to perform portions of the Work assigned to the Owner in accordance with the Contract Documents.

§ 5.4.6 Nothing in this Section 5.4 shall act to reduce or discharge the Contractor's payment bond surety's obligations to claimants for claims arising prior to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Reserved

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 If a change in the Work provides for an adjustment to the Contract Sum, the amount of such adjustment must be computed and documented in writing. In order to facilitate evaluation of proposals or claims for increases and decreases to the Contract Sum, all proposals or claims, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized. Where major cost items are subcontracts, they shall be itemized also. The amount of the adjustment must approximate the actual cost to the Contractor and all costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.1.5, all adjustments to the Contract Sum shall be limited to job specific costs and shall not include indirect costs, home office overhead or profit.

§ 7.1.5 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, seventeen (17%) percent of the Contractor's actual costs.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit).
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, seventeen (17%) percent of the Subcontractor's actual costs.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

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

§ 7.1.6 The procedures described in Sections 7.1.4 and 7.1.5 shall be used to calculate any adjustment in the Contract Sum, including without limitation an adjustment permitted under Articles 7, 9, 14, or 15.

§ 7.1.7 If a change in the Work requires an adjustment to the Contract Sum that exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.9 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed until approved in writing by the OSE.

§ 7.1.8 Any change in the Work initiated after the declaration of Substantial Completion must be approved in writing by the OSE regardless of the amount of the change or the Owner's Construction Change Order Certification.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument, using the OSE Construction Change Order form, prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or the Contract Time.

§ 7.2.2 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract Sum shall be prepared in accordance with Section 7.1.4 and 7.1.5. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fourteen (14) days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.5.

§ 7.2.3 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.2. If the Contractor requests a change to the Work that involves a revision

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to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, 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.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum if properly itemized and substantiating data is not available to permit evaluation;
- .2** Unit prices specified in the Contract Documents or subsequently agreed upon, subject to adjustment if any, as provided in Section 9.1.2;
- .3** Cost and a percentage fee, calculated as described in Sections 7.1.4 and 7.1.5;
- .4** in another manner as the parties may agree; or
- .5** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual cost including overhead and profit as confirmed by the Architect from the Schedule of Values.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 Pricing Data and Audit

§ 7.5.1 Cost or Pricing Data

Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$500,000 [Reference S.C. Code Ann. §§ 11-35-1830 and 11-35-2220, and SC Code Ann. Reg 19-445.2120]. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

§ 7.5.2 Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

§ 7.5.3 Records Retention

As used in Section 7.5, the term "Records" means any books or records that relate to cost or pricing data of a Change Order that Contractor is required to submit pursuant to Section 7.5.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly commence the Work prior to the effective date of surety bonds and insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time, the Contract Time shall be extended for such reasonable time as the Architect may determine, provided the delay:

- .1 is not caused by the fault or negligence of the Contractor or a subcontractor at any tier, and
- .2 is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 The Contractor shall submit a schedule of values to the Architect within ten (10) days of full execution of the Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible. The breakdown, being submitted on a uniform standardized format approved by the Architect and Owner, shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

- .1 the description of Work (listing labor and material separately);
- .2 the total value of the Work;
- .3 the percent and value of the Work completed to date;
- .4 the percent and value of previous amounts billed; and
- .5 the current percent completed, and amount billed.

§ 9.2.3 Any schedule of values or trade breakdown that fails to provide sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require (such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers), and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing, provided such materials or equipment will be subsequently incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

§ 9.3.3 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 encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect 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; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated in both the Application for Payment and, if required to be submitted, the accompanying current construction schedule, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means,

methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 Pursuant to S.C. Ann. §§ 29-6-10 through 29-6-60, the Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment to the Owner, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the time established in the Contract Documents, the amount certified by the Architect or awarded by final dispute resolution order, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 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 that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect, the Owner, and any other party the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents.

- .1 If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- .2 If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .3 Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned in the Certificate and a copy of the signed Certificate shall be delivered to the Contractor. Upon such acceptance, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 If the Architect and Owner concur in the Contractor's assessment that the Work or a portion of the Work is safe to occupy, the Owner and Contractor may arrange for a Certificate of Occupancy inspection by OSE. The Owner, Architect, and Contractor shall be present at OSE's inspection. Upon verifying that the Work or a portion of the Work is substantially complete and safe to occupy, OSE will issue, as appropriate, a Full or Partial Certificate of Occupancy.

§ 9.8.7 The Owner may not occupy the Work until all required occupancy permits, if any, have been issued and delivered to the Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion within thirty days after Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, the Owner, and any other party the Architect or the Owner choose will make an inspection on a date and at a time mutually agreeable. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

- .3 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion inspection.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
- .3 a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment,
- .5 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,
- .6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner,
- .7 required Training Manuals,
- .8 equipment Operations and Maintenance Manuals,
- .9 any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, and
10. one copy of the Documents required by Section 3.11.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those specific claims in stated amounts that have been previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the rights of either party to disagree and assert a Claim in accordance with Article 15.

§ 10.3.3 The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (a) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 In addition to its obligations under Section 3.18, the Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Reserved

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall immediately give the Owner and Architect notice of the emergency. This initial notice may be oral followed within five (5) days by a written notice setting forth the nature and scope of the emergency. Within fourteen (14) days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall not be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner to the extent the loss to the Contractor (including Subcontractors and Sub-subcontractors) would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner and all additional insureds of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall not be equitably adjusted; and (3) the Contractor waives all rights against the Owner to the extent any loss to the Contractor, Subcontractors, and Sub-subcontractors would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Reserved

§ 11.2.3 Reserved

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.3.3 Limitation on the Owner's Waiver of Subrogation

South Carolina law prohibits the State from indemnifying a private party. Accordingly, and notwithstanding anything in the Agreement to the contrary, including but not limited to Sections 11.3.1, 11.3.2. and 11.4, the Owner cannot and

does not waive subrogation to the extent any losses are covered by insurance provided by the South Carolina Insurance Reserve Fund.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Contractors as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect and Owner shall make payments to their consultants and separate contractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.5.3 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation/inspection and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

- .1 If the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

§ 13.1.1 The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

§ 13.1.2 This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

§ 13.2 Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts

to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 Rights and Remedies

§ 13.3.1 Unless expressly provided otherwise, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 Notwithstanding Section 9.10.4, the rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses:

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;**
- 3.5 Warranty**
- 3.17 Royalties, Patents and Copyrights**
- 3.18 Indemnification**
- 7.5 Pricing Data and Audit**
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)**
- A.3.5 Performance and Payment Bond (A101, Exhibit A)**
- 15.1.7 Claims for Listed Damages**
- 15.1.8 Waiver of Claims Against the Architect**
- 15.6 Dispute Resolution**
- 15.6.5 Service of Process**

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- .1** Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.
- .2** Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense and shall be deducted from future Applications of Payment.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

§ 13.6 Procurement of Materials by Owner

The Contractor accepts assignment of all purchase orders and other agreements for procurement of materials and equipment by the Owner that are identified as part of the Contract Documents. The Contractor shall, upon delivery, be responsible for the storage, protection, proper installation, and preservation of such Owner purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. Unless the Contract Documents specifically provide otherwise, all Contractor warranty of workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items.

§ 13.7 Interpretation of Building Codes

As required by S.C. Code Ann. § 10-1-180, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

§ 13.8 Minority Business Enterprises

Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE's name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

§ 13.9 Illegal Immigration

Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractor's language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

§ 13.10 Drug-Free Workplace

The Contractor must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as defined by S.C. Code Ann. § 44-107-20(1).

§ 13.11 False Claims

According to S.C. Code Ann. § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

§ 13.12 Prohibited Acts

It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

§ 13.13 Open Trade (Jun 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. § 11-35-5300.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and the Contractor has stopped work in accordance with Section 9.7.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. The Owner shall give notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and any other adjustments otherwise set forth in the Agreement.

§ 14.4.4 Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.

§ 14.4.5 Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;

- .2 funding for the reinstated portion of the Work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated Work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Reserved

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the Claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.6.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Architect is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

- .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

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- 2 For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule and days the Contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
- 3 The Contractor shall submit monthly with their pay application all Claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Claims for Listed Damages

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out of or relating to this Contract.

§ 15.1.7.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.5 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

§ 15.1.7.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

§ 15.1.7.3 Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

§ 15.1.8 Waiver of Claims Against the Architect

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

§ 15.5 Claim and Disputes - Duty of Cooperation, Notice, and Architects Initial Decision

§ 15.5.1 Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize Claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If Claims do arise, Contractor and Owner each commit to resolving such Claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

§ 15.5.2 Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address Claims between the Contractor and persons or entities other than the Owner.

§ 15.5.3 The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

§ 15.5.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.

§ 15.5.5 The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.

§ 15.5.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.6 Dispute Resolution

§ 15.6.1 If a Claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one (21) days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

§ 15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all Claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the

South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.

§ 15.6.3 If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the Claim. If the Claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

§ 15.6.4 Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

§ 15.6.5 Service of Process

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any Claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

SE-355

PERFORMANCE BOND

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

Name: _____

Address: _____

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

Name: _____

Address: _____

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

Name: Winthrop University

Address: 349 Columbia Avenue

Rock Hill, SC 29733

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

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

State Project Name: Fire Alarm Replacement / Upgrade - Bancroft

State Project Number: H47-9585-JM-C

Brief Description of Awarded Work: Replacement of existing fire alarm system in Bancroft Hall (60,668 SF) with fire alarm voice evacuation system.

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

Name: Burdette Engineering, Inc. - Donald J. Burdette, P.E.

Address: 200 Regent Park Court

Greenville, SC 29607

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

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

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

BOND NUMBER _____

CONTRACTOR

By: _____
 (Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
 (Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

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

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

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

SE-357**LABOR & MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

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

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*Name: Winthrop UniversityAddress: 349 Columbia AvenueRock Hill, SC 29733

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

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to constructState Project Name: Fire Alarm Replacement / Upgrade - BancroftState Project Number: H47-9585-JM-CBrief Description of Awarded Work: Replacement of existing fire alarm system in Bancroft Hall (60,668 SF) with fire alarm voice evacuation system.in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Burdette Engineering, Inc. - Donald J. Burdette, P.E.Address: 200 Regent Park CourtGreenville, SC 29607

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

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

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

BOND NUMBER _____**CONTRACTOR**

By: _____
 (Seal)

Print Name: _____**Print Title:** _____**Witness:** _____**SURETY**

By: _____
 (Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____*(Additional Signatures, if any, appear on attached page)*

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. DEFINITIONS

- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
- 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
- 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT**AGENCY:** Winthrop University**PROJECT NAME:** Fire Alarm Replacement / Upgrade - Bancroft**PROJECT NUMBER:** H47-9585-JM-C**CONTRACTOR:** _____**This Contract is changed as follows:** *(Insert description of change in space provided below.)***ADJUSTMENTS IN THE CONTRACT SUM:**

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

ADJUSTMENTS IN THE CONTRACT TIME:

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

AGENCY ACCEPTANCE AND CERTIFICATION:

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

BY: _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes ☐ No ☐**APPROVED BY:** _____ **DATE:** _____
(OSE Project Manager)**SUBMIT THE FOLLOWING TO OSE**

1. SE-380, completed and signed by the Agency.
2. SE-380, Page 2, completed and signed by the Contractor, A/E and Agency, with back-up information to support request.

CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD**AGENCY:** Winthrop University**PROJECT NAME:** Fire Alarm Replacement / Upgrade - Bancroft**PROJECT NUMBER:** H47-9585-JM-C**CONTRACTOR:** _____**This Contract is requested to be changed as follows:** *(Insert description of change in space provided below.)***ADJUSTMENTS IN THE CONTRACT TIME:** Requested Change in Days for this Change Order: _____ Days

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

ADJUSTMENTS IN THE CONTRACT SUM: Amount of this Change Order Request: \$ _____**CONTRACTOR ACCEPTANCE:****BY:** _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____**A/E RECOMMENDATION FOR ACCEPTANCE:****BY:** _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____**AGENCY ACCEPTANCE:****BY:** _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____**Instruction to Contractor:** Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.

SECTION 010000 — BASIC REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, Contractor use of premises, work sequence, owner occupancy.
- B. Contract Considerations: Schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, utility outages and shut down, alteration project procedures, cutting and patching, pre-conference, site mobilization conference, progress meetings, pre-installation conference.
- D. Submittals: Quality Assurance, Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, References, Field Samples, Inspection and testing laboratory services, quality assurance.
- F. Construction Facilities and Temporary Controls: Telephone service, temporary sanitary facilities, barriers, facilities, and controls.
- G. Material and Equipment: Products, transportation and handling, storage and protection, products options, substitutions.
- H. Starting of Systems: Starting systems, demonstration and instructions, testing adjusting and balancing.
- I. Contract Closeout: Closeout procedures, final cleaning, adjusting, project record documents, operations and maintenance data, warranties, spare parts and maintenance materials.

1.2 CONTRACT

- A. Contract Description: Stipulated Price.

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Access to Site: Buildings to remain in operation for duration of project. Coordinate with Owner for access to classrooms, offices, etc...
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Emergency Building Exits During Construction: All required emergency exits must be maintained during the duration of construction.
- D. Hours of Operation: Normal working hours are considered to be from 8:00 a.m. to 5:00 p.m. Coordinate with Owner's security program for any additional hours of operation.

1.4 WORK SEQUENCE

- A. Construct Work to accommodate Owner's occupancy requirements for the project during the construction period, coordinate construction schedule and operations with Owner.
- B. Refer to Specification Division 26 - Electrical and Electrical Drawings.

1.5 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.6 SCHEDULE OF VALUES

- A. Submit typed schedule on page 2, AIA Form G702, "Schedule of Values".
- B. Submit Schedule of Values in duplicate within 10 days after date of Owner-Contractor Agreement.
- C. Format: Itemize schedule parallel with specification sections.
- D. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.7 APPLICATIONS FOR PAYMENT

- A. Electronically submit application on AIA Form G702 - Application and Certificate for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: One-month intervals ending on the last day of each month.

1.8 CHANGE PROCEDURES

- A. All change orders to the project shall comply with the contract requirements of AIA A201-7.2, and shall be submitted on Form SE-380 "Construction Change Order" with appropriate documentation attached.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of work which are indicated diagrammatically on Drawings. Follow routing shown for conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal conduit and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- A. Coordinate and clean up the work of all sections in preparation for Substantial Completion. Areas of Work designated for Owners occupancy need timely coordination and cleanup to minimize delays in Owner's normal operations.
- B. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.10 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing Products and work for patching and extending work.
- B. Coordinate work of alternations and renovations to expedite completion and to accommodate Owner occupancy.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendations to Owner.
- A. Where a change of plane of 1/4 inch or more occurs, request instructions from Owner.
- B. Finish surfaces as specified in individual Product Sections.

1.11 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affects:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:

1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods which will avoid damage to other Work and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction, completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

J. Identify any hazardous substance or condition exposed during the Work to the Owner for decision or remedy.

1.12 PRE-CONSTRUCTION CONFERENCE

A. Architect/Engineer will schedule a conference after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer, and Contractor.

C. Agenda:

1. Distribution of Contract Documents.
2. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
3. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
4. Procedures and processing of field decision, submittals, substitutions, applications for payment, proposal request, Change Orders and Contract closeout procedures.
5. Scheduling.
6. Use of premises by Owner and Contractor.
7. Owner's requirements and occupancy.
8. Construction facilities and controls provided by Owner.
9. Security and housekeeping procedures.
10. Procedures for testing.
11. Procedures for maintaining record documents.

12. Requirements for start-up of equipment.
13. Inspection and acceptance of equipment put into service during construction period.

1.13 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Architect/Engineer, Owner, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Identification of problems which impede planned progress.
 4. Review of submittals schedule and status of submittals.
 5. Maintenance of progress schedule.
 6. Corrective measures to regain projected schedules.
 7. Planned progress during succeeding work period.
 8. Coordination of projected progress.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.

1.14 PRE-INSTALLATION CONFERENCES

- A. When required in specification Division 26, convene a pre-installation conference at work site prior to commencing work of the Division.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with one copy to Architect/Engineer.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.15 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids.

- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or interference otherwise in any reference document.

1.16 SUBMITTAL PROCEDURES

- A. Transmit each submittal with transmittal.
- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.17 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule (8 1/2" x 14" format) in duplicate within 10 days after date of Owner-Contractor Agreement for Architect/Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation identifying first work day of each week.

- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.18 SHOP DRAWINGS

- A. Submit to the Engineer in the form of PDF.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 010000 - Contract Closeout.

1.19 PRODUCT DATA

- A. Submit to the Engineer in the form of PDF.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 010000 - Contract Closeout.

1.20 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.21 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.
- D. Submit Contractor's clarification for installation of specified fire alarm system as issued by manufacturer.

1.22 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- A. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.23 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.24 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.25 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.26 FIRE WATCH

- A. Owner will provide fire watch personnel when existing fire alarm systems are not in operation. Coordinate with campus Security when there will be an outage to the fire alarm system so a fire watch is planned.

1.27 PARKING

- A. Owner will provide temporary off-street surface parking areas to accommodate construction personnel.

1.28 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.29 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.30 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection. Coordinate on-storage areas with Owner at the Pre Bid Conference.
- D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.31 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.32 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Provide submittals to Architect/Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.33 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean site; sweep paved areas.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.34 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.35 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.

4. Change Orders and other Modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to Permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract Drawings.
- F. Contract Closure and Final Payment:
1. Closure of the construction contract, including final payment to the Contractor, requires the following:
 - a) A Certificate of Final Completion issued to the Architect/Engineer and accepted by the Agency.
 - b) The Contractor's submission, to the Architect/Engineer of the following:
 - 1) An affidavit in the form of the AIA G706 that payrolls, bills for materials and equipment and other indebtedness connected with the work have been paid.
 - 2) A certificate that insurance as required by the Contract Documents shall remain in force after final payment and will not be canceled or allowed to expire until 30 days' written notice has been given the Agency.
 - (a) The certificate shall be in the form of AIA G715 issued by an authorized representative of the insurance company.
 - (b) The form shall be a supplement to the Accord Certificate of Insurance 25S.
 - 3) A statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents.
 - 4) Consent of surety, if any, to final payment in the form of AIA G707.

- 5) Other information required by the Agency establishing the Contractor's payment or satisfaction of obligations such as receipt, releases and waivers of liens, claims and security interests arising out of the contract, all in the forms as designated by the Agency.
 - 6) Inspection reports that may be a part of the record documents.
 - 7) A Final Payment Application.
 - 8) The Architect/Engineer, having maintained a file of inspection reports during the project, shall submit to the Agency as a part of the closeout, a bound copy of all inspection reports to the Agency and any other documents required by the Agency.
 - 9) The Agency's acknowledgement of the receipt of record documents and warranties, complete and in good order.
2. Final payment, including all retainages, shall be made upon Final completion and the Agency's receipt and approval of the Contractor's Final Payment Application.

1.36 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8 1/2 x 11 inch text pages, three D-side ring covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instruction, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 1. Significant design criteria.
 2. List of equipment.
 3. Parts list for each component.
 4. Operating instructions.
 5. Maintenance instructions for equipment and systems.
 6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
 1. Shop drawings and product data.

2. Certificates.
3. Photocopies of warranties and bonds.

- H. Submit one copy of completed volumes in final form 5 days prior to final inspection. This copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised, within ten days after final inspection.

1.37 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D-side ring binder with durable cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.38 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.39 CONTRACTOR LICENSES

- A. Contractor is required to obtain all required licenses in the State of South Carolina.

END OF SECTION 010000

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1.3 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner and as follows:
 - 1. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 - 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 5. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Utilizing OSE SE-965: Project Inspection/Material Testing Log and SE-966: Project Inspection/material Testing Deficiency Log.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 260500 — GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. The provisions of The Supplement to Advertisement, The Instructions to Bidders, Supplement to Instruction to Bidders, General Conditions, Supplementary Conditions and all other sections of Division 1 of these Specifications shall govern the work under this Division or Section the same as if incorporated herein.

1.2 SCOPE

- A. The Contractor shall provide and install complete fire alarm systems including all conductors, raceways, fittings, protective devices, wiring devices, fixtures, supports, and all miscellaneous hardware necessary. All of the above equipment shall be completely installed and left in proper operating condition. All electrically powered equipment whether furnished by others or by the Contractor shall be wired by the Contractor.
- B. Complete Power distribution and utilization system shall be installed, including utilization devices and equipment as indicated on drawings.

1.3 REQUIREMENTS

- A. Field verification of scale on electrical plans is directed since actual locations, distances and levels will be governed by actual field conditions.
- B. In case of conflicts or discrepancies between plans, plans and specifications and/or actual field conditions, Contractor shall notify the Engineer before work is continued. Coordinate with other trades to avoid conflicts.
- C. Permits, and Tests - The Contractor shall procure and pay for all permits, fees and licenses required. Perform all tests to ensure all systems are in good operating condition.
- D. Review of Material; Specific reference in the specification to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- E. Bidders shall base bids on the material specified or on equals receiving approval 10 days prior to Bid Opening. Any increase in the cost of work resulting from substitution of any product specified is part of this contract and shall be accomplished in an approved manner at no extra cost to the Owner.
- F. Substitutions. No substitution will be considered unless written request for approval has been received by the Engineer at least 10 days prior to the date of receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, cuts, performance and

test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included; failure to do so does not alleviate the Contractor of his responsibility to make any and all necessary changes required for installation of the approved substitution. The burden of proof of the merit of the proposed substitute is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

- G. All materials shall be new and of current manufacturer. Where more than one of a type of device is used, all shall be by the same manufacturer. All materials shall conform to the grade, quality and standards of those specified.
- H. Shop drawings shall be submitted in accordance with the General Conditions. Forward all shop drawings at one time. Each item shall bear project name and identifying symbol from plans. Shop Drawings required are as follows:
 - 1. Fire Alarm Devices
 - 2. Surface Raceway Products
- I. Interferences - The drawings are generally diagrammatic in nature, and accordingly the Contractor shall coordinate his work with that of all other trades to avoid interferences. The Contractor shall examine the complete set of drawings and specifications for the job before installation of electrical work, coordinating locations and routings with other trades to avoid interferences. Work installed by the Contractor which does interfere with another trade shall be removed and reinstalled at the Contractor's expense when directed by the Architect.
- J. Workmanship shall be of the highest quality and all work shall be done by workmen skilled in the trades involved.
- K. The Contractor shall guarantee all work under this contract for one year and shall be responsible for the maintenance of all electrical equipment furnished and installed under this contract, excluding lamp replacement, for a period of one year from the date of substantial completion.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 APPLICABLE CODES AND STANDARDS

Note: The materials and installation shall conform to the minimum requirements and latest outstanding issues and revisions of the following codes, standards, and regulations wherein they apply:

NFPA No. 70, National Electrical Code, (2017 edition).

NFPA No. 72, National Fire Alarm and Signaling Code, (2016 edition)

IBC (2018), IFC (2018), IEBC (2018)

American National Standard, National Electrical Safety Code, (2012).

Applicable Publications of NEMA, ANSI, IEEE and IPCEA.

Underwriter's Laboratories, Inc. Standards

City, State and Local Codes and Regulations having jurisdiction.

OSHA requirements.

ADA requirements.

END OF SECTION 260500

SECTION 260501 — BASIC MATERIALS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Materials specified in this section shall comply with all applicable requirements of SECTION 260500, GENERAL PROVISIONS.

1.2 SCOPE

- A. Contractor Furnished. Unless otherwise noted on the drawings, equipment list, or specifications, the Contractor shall furnish and install all materials, devices, and apparatus necessary for the complete fire alarm system. All materials and equipment shall be of types and manufacturer specified wherever practical. Should materials or equipment so specified be unobtainable, the Contractor shall submit the description and manufacturer's literature, reason for the substitution request and shall secure the approval of the Engineers before substitution of other material or equipment. This specification establishes performance requirements and the quality of equipment acceptable for use and shall in no way be construed to limit procurement from other manufacturers.
- B. Equal or Equivalent. The term "or equal" and similar terms as used on the drawings or specifications shall be interpreted to mean "equal or equivalent" in the opinion of the Engineers.
- C. Manufacturer's Prints. Where the Contractor furnishes equipment other than standard construction items, he shall furnish manufacturer's prints and reproduces of all such equipment to the Engineers.
- D. U.L. Listing. All equipment and materials shall be new and conform to the requirements of this specification. All equipment and materials shall be listed by the Underwriter's Laboratories, Inc., and shall bear their label whenever standards have been established and label service is regularly furnished. All equipment and materials shall be of the best grade of their respective kind for the purpose.

PART 2 - PRODUCTS AND EXECUTION

2.1 BOXES

- A. Contractor Furnished. The contractor shall furnish and install all electrical boxes required for the proper installation of the fire alarm systems. Boxes shall be of the NEMA type suitable for the location. Boxes shall be installed as specified on the drawings. In order to maintain fire ratings, boxes installed "back-to-back" in fire walls shall not be located in the same space between studs, but shall have a stud located between them.
- B. Concealed. Device boxes installed concealed in walls or ceiling areas shall be galvanized or cadmium plated sheet steel of not less than the minimum size as recommended in the National Electrical Code and shall be furnished with appropriate covers as

specified in other applicable sections of these specifications or on the drawings. All boxes shall be accessible for maintenance purposes.

- C. Surface Mounted. Boxes shall be of the approved type for the device served and shall be made of the material and finish compatible with the conduit system and location. All surface boxes shall be finished metal, painted with no knockouts.

2.2 COVERS AND DEVICE PLATES

- A. Contractor Furnished. The contractor shall furnish and install the appropriate cover on all boxes, conduit fittings, panels, cabinets, and similar wiring devices and other equipment that is Contractor furnished. To obtain exact finish, insert names of coating products and manufacturers.

2.3 ENCLOSURES

- A. Enclosures and housings for all Contractor furnished electrical equipment and devices shall be suitable for the location and environmental conditions and shall be of NEMA type as shown on symbol sheet drawing.

END OF SECTION 260501

SECTION 260515 — DEMOLITION

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 26 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The extent of demolition work shall be in general, but not limited to, removal of existing fire alarm devices, cable and conduit being replaced in the project.
- B. Demolition includes removal and disposal of demolished materials not retained by Owner. Offer all removed fire alarm devices to Owner.

1.3 JOB CONDITIONS

- A. Occupancy: Building will be occupied and in operation during work.
- B. Condition of existing systems: The Owner assumes no responsibility for actual condition of items to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
- C. Protection: Ensure safe passage of persons in and around areas of demolition. Conduct operations to prevent injury to building, structure, other facilities and persons.
- D. Damages: Promptly repair damages caused to facilities by demolition operations at no cost to Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Demolition: Demolition of all parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts which are to be left in place. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate. In the event the Contractor has any questions regarding items to be removed, the Contractor is to ask the Engineer.

B. Disposal of Demolished Materials:

1. Contractor shall investigate all existing fire alarm circuits on equipment and/or walls to be removed and shall remove any equipment associated with items to be removed. Circuit conductors which are part of multi-device fire alarm circuits shall be relocated such that all remaining devices on the circuit shall be left in operational and code compliant state.
2. General: Remove from site, debris, rubbish and other materials resulting from demolition operations.
3. Removal: Transport demolished materials removed from premise and legally dispose of off site.

END OF SECTION 260515

SECTION 260519 — CONDUCTORS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Materials specified in this Section shall comply with all applicable requirements of SECTION 260500, GENERAL PROVISIONS.

1.2 SCOPE

- A. This specification covers the requirements for all wire and cable to be used in the installation of the fire systems for the project.
- B. Wire and cable will normally be furnished by the Contractor for installation. Drawings will indicate where cable is not to be furnished.
- C. All cable is to be "Contractor-furnished", the Contractor shall submit for approval by the Owner any deviations anticipated or proposed with respect to the cable manufacturer, cable type, or specification contained herein.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All wire and cable shall be Underwriters' Laboratories (UL) listed for the purpose which it is utilized. In addition to other standard labeling, all wire and cable shall be marked UL on the outer surface indicating Underwriters' Laboratories, Inc. certification.
- B. Utilize Manufacturer's recommended cabling systems.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Pulling. Where mechanical assistance is used for pulling conductors, patented wire pulling compounds having inert qualities that do not harm the wire insulation or covering shall be applied to the conductors as they are pulled into raceways. Interior of all raceways shall be free from grease, filings or foreign matter before conductors are pulled in.

3.2 IDENTIFICATION

- A. Wire, Cable, Raceways, and Conduits.

- B. Fire Alarm circuit identification numbers shall be placed on each end of the conductor involved by using self-laminating marker tags, T&B Company E-Z Code Type WSL or equal and per manufacturers' recommendations.
- C. Phase Identification. Phase sequence throughout the installation shall be standardized wherever practical in all electrical power equipment as follows:

3.3 LUGS

- A. All lugs shall be furnished and installed by the Contractor where required.
- B. Lugs for copper power wiring, Sizes No. 12 and No. 10 AWG, shall be T&B "Sta-Kon" uninsulated ring type lugs. Lugs for copper power wiring from No. 10 AWG to size 1/0 AWG shall be T&B 1-hole Type 54100 Series. Size 2/0 AWG and larger lugs shall be 2-hole type 54200 series (except where 1-hole is required to match motor lead lugs). Sizes above 1/0 are to be applied using hydraulic pump tool.

END OF SECTION 260519

SECTION 260539 — ELECTRICAL RACEWAYS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Materials specified in this Section shall comply with all applicable requirements of SECTION 260539, GENERAL PROVISIONS.

1.2 SCOPE

- A. Contractor Furnished. The contractor shall provide all conduit, fittings, and supports required and not otherwise shown on plans as furnished by others.
- B. The types of electrical raceways required for the project include the following:
 - 1. Electrical Metallic Tubing
 - 2. Flexible Metal Conduit
- C. The minimum raceway size shall be 3/4".
- D. Product Delivery, Storage, and Handling. Contractor is to provide color-coded end-cap thread protectors and handle conduit and tubing carefully to prevent damage. Store pipe and tubing inside whenever possible. When necessary to store outdoors, elevate well above grade and enclose with durable, watertight wrapping.

PART 2 - PRODUCTS

2.1 MATERIALS AND COMPONENTS

- A. Electrical Metallic Tubing. Galvanized, thin wall tubing, fittings shall be hex-nut, expansion gland type, zinc plated, and U.L. listed as "raintight." No crimp, spring, or set-screw type fittings will be accepted.
- B. Flexible Metal Conduit. Galvanized single steel strip, flexible, interlocked.
- C. Conduit, tubing and duct accessories including straps, hangers, expansion and deflection fittings as recommended by conduit, tubing, and duct manufacturers.

PART 3 - EXECUTION

- A. Electrical Metallic Tubing. Branch circuits run in hollow dry walls and above ceilings. Not to be exposed unless approved by Owner.
- B. Flexible Metal Conduit. Connection of electrical equipment located in ceiling tiles. Flexible conduit is not to exceed 60" in length for any one application.

3.2 INSTALLATION

- A. Install conduit and tubing in accordance with NEC and National Electrical Contractors Association's "Standard of Installation", and with recognized industry practices. Where NECA and NEC standards differ, use the more stringent requirement.
- B. Complete the installation of raceways before starting installation of wires.
- C. Wherever possible, install horizontal raceway runs above water and steam piping.
- D. Care shall be taken to keep the interior of conduits clean, and each conduit run shall be thoroughly cleaned and dried before any cable is pulled through.
- E. Unless indicated otherwise on drawings, all exposed conduits shall be run parallel with or perpendicular to building structural members.
- F. Conduits entering sheet metal enclosures shall be made up with double locknut and insulating bushing. Locknut shall be of the type which will bite into the metal of the box.
- G. Conduits entering threaded openings in equipment enclosures, boxes, etc., shall have at least five full threads engaged. In outdoor and underground locations, threaded joints shall be made up with a thin application of conducting joint compound. The inside of the fitting shall be thoroughly cleaned of any excess compound.
- H. All conduit runs shall be continuous from outlet to outlet with all joints and connections pulled tight to insure an electrically continuous and mechanically secure raceway system.
- I. All raceways in "finished areas" such as offices, corridors, etc., shall be concealed.

3.3 CONDUIT OPENINGS

- A. Contractor's Responsibility. The Contractor shall be responsible for all sleeves and openings through walls and floors necessary for passage of electrical conduits and raceways. Where contractor must provide openings and/or drill concrete floors and/or walls, he shall be responsible for the repair of these openings. Structural members and reinforcing shall not be cut, burned or damaged in any way. All openings in walls and floors, and under switchgear and panels where electrical cables and conduits are installed, shall be closed up by the Contractor to prevent dust, dirt and water from entering.
- B. Sealing. The Contractor shall be responsible for sealing all wall and floor openings and all floor and wall sleeve openings utilized by the contractor whether furnished by Others or by the Contractor.
- C. Sleeves and openings shall be sealed with materials that will withstand fire and heat to the same rating as the wall, floor, or ceiling through which the conduit or tray passes and shall not be less than a 30-minute barrier.

END OF SECTION 260539

SECTION 284621 — VOICE FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Materials specified in this Section shall comply with all applicable requirements of Section 260500, General Provisions.
- B. The requirements of the conditions of the Contract, Supplementary Conditions, and Division 1, General Requirements, apply to the work specified in this section.

1.2 SCOPE

- A. The work covered by this section of the specifications includes the furnishing of all labor, equipment, materials, and performance of all operations in connection with the installation of the Fire Alarm System as shown on the drawings and as hereinafter specified.
- B. Furnish and install a complete Johnson Controls Voice Evacuation Fire Alarm System as described and as shown on the plans and justified through sole source procurement under the authority of Section 11-35-1560 of the SC Procurement Code and 19-445.2105 of the Rules and Regulations, 1976 SC Code of Laws; to be wired, connected, and left in first class operating condition. The system shall use closed loop circuits, individual zone supervision, individual audible and visual signal supervision, incoming power supervision, and shall include a control panel, manual pull stations, automatic detectors, speakers, flashing lights, all wiring, connections to devices specified elsewhere, outlet boxes, junction boxes and all other necessary material for a complete operating system.
- C. All panels and peripheral devices shall be the standard product of a single manufacturer and shall display the manufacturer's name on each component.
- D. The complete installation shall conform to the applicable sections of NFPA-72, Local Code Requirements, National Electrical Code, and UL wiring cafeteria.

1.3 SUBMITTALS

- A. Complete descriptive data indicating UL listing for all system components.
- B. Complete sequence of operations of all functions of the system.
- C. Complete system wiring diagrams for all components and interfaces to equipment supplied by others.
- D. A listing of the manufacturer's published product warranties.
- E. A copy of the manufacturer's published product warranties.

- F. A copy of any state or local Fire Alarm System equipment approvals (if required by the local jurisdiction).

1.4 QUALITY ASSURANCE

- A. Each and all items of the Fire Alarm System shall be listed as a product of a single fire alarm system manufacturer under the appropriate category by the Underwriters' Laboratories, Inc. (UL), and shall bear the "UL" label. All control equipment shall be listed under UL category UQJZ as a single control unit.
- B. The Fire Alarm System equipment shall be listed for the intended use by the Factory Mutual Approval Guide (FM).
- C. The Fire Alarm System shall have Class B wiring in compliance with local codes.

1.5 OPERATION

- A. The system alarm operation subsequent to the alarm activation of any manual station, automatic detector shall be as follows:
 - 1. The appropriate initiating zone alarm indicating LED shall flash on the control panel until the alarm has been acknowledged. Once the acknowledged, this same LED shall latch on. A subsequent alarm received after acknowledgement shall flash the subsequent zone alarm LED on the control panel.
 - 2. A "Slow Whoop" alarm tone shall be transmitted to all speakers and all alarm lamps shall flash throughout the entire building.
 - 3. All alarm conditions (zone, floor, and type of device) shall be visually indicated at the control panel.
 - 4. All doors normally held open by door control devices shall close.
 - 5. A supervised signal to notify the local fire department shall be activated by way of master box.
 - 6. The mechanical controls shall shut down or reroute the air handling systems as required by codes.
 - 7. The system shall interface with the "auditorium" speaker system (by others) to capture arena system and input alarm message over the house system. Delivery of alarm shall not be dependant on the auditorium system, however.
- B. The general alarm devices may be silenced by authorized personnel only by entering locked control cabinet and operating the proper silence switch. However, a subsequent zone alarm shall reactivate the signals. Operation of the silencing switch shall be indicated by a trouble LED and audible signal.
- C. The audio alarm signal shall consist of a "Slow Whoop" alarm tone for a maximum of 15 seconds followed by a pre-taped message. Unless local codes require a specific text, the message shall be: "THERE IS A FIRE EMERGENCY IN THE BUILDING AND YOU ARE TO LEAVE THE BUILDING BY THE NEAREST EXIT OR EXIT STAIRWAY. DO NOT USE THE ELEVATORS" or as directed by Owner's representative. The alarm tones and the tape message shall sound alternately until the sequence has been halted at the system controls.
- D. The system shall be configured to allow manual alarming and voice paging. Upon activation of the manual alarm switch, the alarm tone shall sound until the paging microphone button is

depressed to allow the control panel operator to make announcements over the system. When the microphone button is released, the tone shall sound until the manual alarm switch has been returned to its automatic evacuation mode. Facility for total building evacuation or paging shall be provided to allow for activation of all audible signals. This shall be accomplished by the means of an "All Call" switch.

- E. The activation of any manual control at the control panel shall cause the appropriate functions to occur and override any existing automatic modes. Switching any manual controls out of their normal automatic position shall create a disarrangement condition on the system.

1.6 SUPERVISION

- A. There shall be a minimum of one independently supervised initiation circuit per zone per level per type of alarm initiating device so that any troubles shall not affect any other zone. The alarm activation of any device on an initiation circuit shall not prevent the subsequent alarm operation of any other device on the same circuit.
- B. There shall be a multiple independently supervised signal circuit for alarm speakers and flashing alarm lamps so that troubles shall not render the alarm signaling inoperative. In addition, each signal circuit shall be independently fused.
- C. All auxiliary manual controls shall be supervised so that all switches must be returned to the normal automatic position to clear system disarrangement.
- D. Each independently supervised circuit shall include a discrete amber "Trouble" LED to indicate disarrangement conditions per circuit.
- E. The incoming power to the system shall be supervised so that any power failure shall be audibly and visually indicated at both the control panel and the graphic annunciator.

1.7 VOICE ALARM AND PAGING SYSTEM

- A. The system shall provide multiple audio outputs which shall allow evacuation tones, the paging microphone, and the prerecorded message to be transmitted.
- B. Reproduction of the alarm tone, message, and paged announcements shall be intelligible and at least 15 db above ambient noise levels.
- C. All speaker circuits shall be 25 volt so that speaker wires can share conduit with fire alarm detection wiring.
- D. All tone oscillators, pre-amplifiers, and amplifiers shall be supervised. In the event of a tone oscillator or pre-amplifier breakdown, the controls shall automatically switch all functions performed by that unit to an assigned standby unit.
- E. The speaker circuits shall NOT all be connected to one amplifier, so that, in the event of an amplifier breakdown, signaling capabilities shall not be lost to the entire building.

1.8 POWER REQUIREMENTS

- A. The control panel shall be provided with sufficient battery power to provide for the entire system upon loss of normal 120 VAC power for a period of twenty four (24) hours with fifteen (15) minutes of alarm indication at the end of this period as allowed by NAPA 72. The system shall automatically transfer to the standby batteries upon power failure. All battery charging and recharging operations shall be automatic.
- B. All circuits requiring system operating power shall be low voltage and shall be individually fused at the control panel. Auxiliary fused circuits shall not exceed two (2) amperes.

PART 2 - PRODUCTS

2.1 FIRE ALARM CONTROL PANEL

- A. Where shown on plans, provide and install a Johnson Controls Voice Evacuation Fire Alarm Control Panel. Construction shall be modular, solid state; all visual indicators shall be high contrast, LED type. All components shall be mounted in a common cabinet, behind a locked enclosure. Daughterboard/motherboard combinations shall be held in place by a tamper-proof retainer. Modular circuit boards shall be constructed of protective coated fiberglass. Composite disconnects shall be provided to allow testing of field wiring without disturbing panel connections. Alarm initiation, signal and control circuits shall be supplied to provide the number of circuits and functions indicated herein on the plans.
- B. The control panel shall contain, but not be limited to, the following modules:
 - 1. Respond alarm control module with lamp test, earth detection for all wiring, system reset, and acknowledge and signal silence features.
 - 2. Initiation circuit modules (16 zones minimum) with individual zone alarm and trouble supervision and individual alarm and trouble LEDs per zone.
 - 3. Module shall provide central oscillator selectors, microphone and mixer/pre-amplifier circuits necessary for proper system operation. Provisions shall be made for two in-phase alarm oscillators and two independent auxiliary oscillators.
 - 4. Module shall provide continuous supervision and visual status indication for each pre-amplifier and perform the automatic backup switching operation.
 - 5. Hand held, push-to-talk microphone shall be recessed within the protective panel enclosure. The microphone shall be noise canceling type and have a frequency range of 200 to 4000 Hz.
 - 6. Amplifiers shall provide a minimum of 50 watts RMS at 25 volts with a frequency range of 100 to 1500 Hz.
 - 7. Speaker circuit modules shall provide supervision, fusing, and individual "Trouble" LEDs for each speaker circuit. All fuses shall be panel front mounted bayonet type for ease of maintenance.
 - 8. Two-position switch module for supervised manual disconnect of all auxiliary control functions for drill purposes. The manual activation of this switch shall light a discrete "Off-Normal" LED and indicate system trouble to remind operating personnel to return the switch to normal after the drill.
 - 9. Series dual-sealed, lead-calcium maintenance free batteries for standby power.
 - 10. Remote annunciator and audio command centers shall be provided to duplicate operating controls at remote locations as shown on plans with microphone and annunciation available.
 - 11. Series Municipal Tie Modules shall be provided if required by local codes. This module shall be selected to be compatible with the local city system. A master box shall be

provided and installed for notification of fire department. Coordinate with fire department as required.

12. Basic Voice Fire Alarm Panel to house and power the afore listed modules and components. The Basic Panel shall provide minimum 5 amp DC power supply and battery charger.

2.2 PERIPHERAL DEVICES

- A. The manual stations shall be constructed of high impact, red lean with raised white lettering and a smooth high gloss finish. Pull station shall be by a single action, firm downward pull to activate the alarm switch. Stations which utilize screwdrivers, allen wrenches, or other commonly available tools shall not be accepted. Stations shall be keyed alike with the fire alarm control panel. When the station is operated, the handle shall lock in a protruding manner to facilitate quick visual identification of the activated station. Stations shall not be located more than 5 feet from each designated stairway. Furnish (2) two extra devices for owner stock.
- B. The flashing lights shall be Xenon Strobe type and shall include a built-in reflector. The red lexan lens shall have the word "FIRE" in raised white lettering on the sides and shall be pyramidal in shape to significantly allow for side viewing. The visual units shall flash at such a rate to be in accordance with the U.S. Department of Health, Education and Welfare Safety Guidelines for persons who may be seizure prone to photosensitive epilepsy. Furnish (4) four extra devices for owner stock.
- C. The smoke detectors shall be photoelectric and shall be of a dual chamber design and include RF shielding, in line filters, and time delay circuitry to prevent false alarms. The smoke head shall incorporate a high density dust screen and a louvered smoke access chamber which is oriented to prevent rear air flow entry. The detector shall be completely sealed on the mounting side to minimize false alarms from construction dust. Furnish (4) four extra devices for owner stock.
- D. The electromagnetic door holders shall provide the necessary electrical connections into the fire alarm system.
- E. Heat detectors shall be combination rate-of-rise and fixed temperature thermodetector with 10W profile and white finishes with temperature ratings 135 degrees F. or 194 degrees F. as noted on plans. Furnish (4) four extra devices for owner stock.

2.3 FIRE ALARM SPEAKERS

- A. All speakers shall utilize multi-tap transformers and shall be adjustable with 1/4w, 1/2w, 1w and 2w settings. All speakers shall be UL-1480 listed for life safety use.
- B. Speakers shall be combination visual/speakers. Provide with all necessary mounting hardware and enclosures. Furnish and install flush type speakers. The speaker baffles shall be 6.5" square and white in color to match interior finishes per Engineer's direction. Furnish (4) four extra devices for owner stock.

2.4 PRINTERS

- A. Printer shall be integral to fire alarm control panel enclosure. Printer shall receive English language text from the fire alarm control panel.
- B. All printed information shall include time and date.
- C. Printer shall be quiet operation, with automatic paper take-up, and shall receive print messages in the 80 column format, multiple lines. Printer shall have battery standby power.
- D. Printer shall provide a hard copy of system reports.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Prior to installation, a complete set of shop drawings including devices, panels, annunciators, and wiring diagrams shall be submitted for approval.
- B. The Contractor shall provide and install the system in accordance with the plans and specifications, all national and local applicable codes, UL wiring criteria, and the manufacturer's recommendations. All wiring shall be in a completely separate conduit system. All junction boxes shall be sprayed red and labeled "Fire Alarm". Wiring color code shall be maintained throughout the scope of work.
- C. The installation of equipment and devices that pertain to other work in the contract shall be closely coordinated with the appropriate subcontractors.
- D. The Contractor shall clean all dirt and debris from the inside and outside of the fire alarm equipment.
- E. The manufacturer's authorized representative shall provide on-site supervision of installation, perform a complete functional test of the system, and submit a written report to the contractor attesting to the proper operation of the completed system.

3.2 TESTING

- A. The completed fire alarm system shall be fully tested by the contractor in the presence of the Owner's representative and the Local Fire Marshal. Upon completion of a successful test, the contractor shall so certify in writing to the Owner and Electrical Contractor.
- B. The Contractor shall provide the Owner with instructions as to use and maintenance of the system.

3.3 WARRANTY

- A. The Contractor shall warrant the completed fire alarm system, wiring and equipment to be free from inherent mechanical and electrical defects for a period of one (1) year from the date of the completed and certified test.

- B. The equipment manufacturer shall make available to the Owner a maintenance contract proposal to provide a minimum of two (2) inspections and tests per year in compliance with NFPA 72 guidelines.

END OF SECTION 284621

BURDETTE ENGINEERING, INC.

**FIRE ALARM REPLACEMENT / UPGRADE – BANCROFT
STATE PROJECT NO. H47-9585-JM-C
WINTHROP UNIVERSITY
ROCK HILL, SC
Addendum No. 1**

August 21, 2023

The following items shall be incorporated into the bid documents. Bidder shall include all effects which these items may have on Bidder's proposal.

1. A non-mandatory pre-bid conference was held at 10 a.m., August 17, 2023 at the Winthrop Facilities Management Conference Room. See Attached Attendees Sheet.
2. The last date for an Addendum will be August 23, 2023.
3. The last date for Requests for Information and Substitution Requests is August 21, 2023.
4. The project will be awarded to the successful bidder who is responsible for a complete and operational system per the plans and specifications. The Contractor is responsible for coordinating with the Fire Alarm Contractor for wiring runs, conduit runs, NAC panels, etc.
5. Winthrop will coordinate with the University's elevator maintenance group for assistance as needed. The elevator service technician is not included in the Contractor's bid.
6. The tamper switch for the PIV (approx. 30 feet outside building) may be run in 1" PVC where underground. At the PIV, the conduit bend up and above grade shall be 1" RGS to the tamper switch with a short piece of liquid tight flex for the final connection. This turn up at the PIV shall be protected by a 2" sleeve to a location 16" above grade and secured with Stainless steel bands to protect the conduit from damage from landscape maintenance, etc.

END OF ADDENDUM NO. 1

Submitted by:
Don Burdette, PE

Attachment: Pre-bid conference attendees sheet
CC: Plan holders
Pre-bid conference attendees
BEI Project: 21740A2

SIGN-IN SHEET

Winthrop University
Fire Alarm Replacement / Upgrade – Bancroft
H47-9585-JM-C
Pre-Bid Meeting – August 17, 2023, 10:00am

Name	Company/Firm/Agency	Contractor License Type (GC, etc.)	Mailing Address	Phone	Email
Bobmy Bazemore	Burdette Engineering			864.297.8717	
Chris Gutierrez	Safeway Signaling	EL/GC	chris@safeway signaling.com 110 Roundtree Rd. Blythewood	803-608- 81748	chris@ safeway signaling.com
Jerry Sherrill	KCI		Jerry Sherrill c Kci.com	910-376-1600	Jerry Sherrill c KCI.com
Steve Robinson	KCI			803-960-0396	Steve Robinson c KCI.com
Carl Breeden	Miller Electric	Elec.		704-201-9825	carlbreen@mler.com
Jonathan Weaver	JCI	FA		764 309 5643	Jonathan Weaver c JCI.com
Jake Watson	JCI	FA		980 240 9366 704 309 5643	Jacob Watson c jci.com

BURDETTE ENGINEERING, INC.

**FIRE ALARM REPLACEMENT / UPGRADE – BANCROFT
STATE PROJECT NO. H47-9585-JM-C
WINTHROP UNIVERSITY
ROCK HILL, SC
Addendum No. 2**

August 24, 2023

The following items shall be incorporated into the bid documents. Bidder shall include all effects which these items may have on Bidder's proposal.

1. Ceiling in building has paracube louvers at approximately 8' AFF. Speaker strobes shown on the ceiling are to be moved to the wall, mounted tight to ceiling with no exposed conduit. This will place devices at approximately 7'5" to center of strobe. Where devices are required in rooms adjacent to corridor, conduit will be installed above ceiling only and punch through to device in room. No exposed conduit will be allowed. Some devices in rooms may be a few inches higher than the corridor devices. No device can be mounted above 96".
2. Conduit shall be run at the top of the walls above ceiling and shall be painted white. Junction boxes shall be identified with RED painted covers.
3. Location of penetrations between floors shall be confined to the area in the corridor above the FACP location and below. All penetrations of flooring will have to be surveyed for asbestos prior to penetration. See attached Comprehensive Interior Asbestos and Lead Inspection Report from Crossroads Environmental, LLC.
4. 120-volt power for FACP and required NAC panels will come from area 120-volt panels. FACP power will use same circuit as the existing FACP that is being removed.
5. All conduit penetrations to toilets indicating waterproof devices shall have all voids around conduit sealed with Duct Seal or equal to prevent the passage of moisture. All other penetrations shall be sealed with Fire Caulk to equal a minimum of 2 HR assembly.
6. Add relay module for new 24-volt sprinkler bell that will replace the existing water gong. Relay Module to be programmed to power bell only as long as the water is flowing and reset when water flow stops.
7. Contractor to provide an on-site mockup of the planned conduit/wiremold installation for typical devices prior to the beginning of installation for review and approval by owner. All exposed wiring shall be in Wiremold with manufactured fittings at penetrations to cover gaps. Install grommets where cable exit the wiremold. All exposed boxes shall be finished with paint finish.
8. All exposed conduit/wiremold shall be painted to match the wall it is installed on.
9. All floor penetrations and all corridor wall penetrations shall have 1 hour fire sealing applied.

END OF ADDENDUM NO. 2

Submitted by:
Don Burdette, PE

Attachments: Crossroads Environmental Comprehensive Interior Asbestos and Lead Inspection Report

BEI Project: 21740A2



COMPREHENSIVE INTERIOR ASBESTOS AND LEAD INSPECTION REPORT

FOR

CLIENT

**Winthrop University
349 Columbia Avenue
Rock Hill, SC 29733**

SITE LOCATION

**Bancroft Hall
Fire Alarm Upgrade**

INSPECTION DATE:

September 15-17, 2021

REPORT DATE:

November 8, 2021

INSPECTOR

**Inspector – Kay H. Horton, SC-DHEC License #: ASB-23394
(864) 541-8736**

For

**Crossroads Environmental, LLC
1258 Boiling Springs Road
Spartanburg, South Carolina 29303
(864) 541-8736
CRE Project #: 20366-IN**

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November 8, 2021

Mr. Ben Roach
Winthrop University
349 Columbia Avenue
Rock Hill, SC 29733

Re: Comprehensive Interior Asbestos and Lead Inspection Report
Bancroft Hall- Fire Sprinkler Upgrade
CRE Project Number: 20366-IN

Dear Mr. Roach:

Crossroads Environmental, LLC (CRE) completed a comprehensive interior asbestos and lead inspection of Bancroft Hall, located on the campus of Winthrop University on September 15-17, 2021, in preparation for fire alarm upgrades. The inspection was performed by a SC-DHEC Licensed Asbestos Inspector, and in accordance with South Carolina Department of Health and Environmental Control's (SC-DHEC) Regulation 61-86.1 Standards of Performance for Asbestos Projects, effective May 27, 2011; and Environmental Protection Agency's (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP 40 CFR 61 Subpart M). **A detailed summary table of the sampling is included in Attachment I; however, this report should be read in its entirety.**

Area Description

CRE's scope of work was to perform a comprehensive interior asbestos inspection and screening for lead-based paint within Bancroft Hall. Bancroft Hall is a three-story building with a partial basement and partial crawlspace. The building was constructed in 1909 with additional construction in 1961, and a major renovation in 1968. The building Interior features consist of predominately plaster walls and acoustical ceiling tiles throughout; with limited areas of block and drywall. On the 1st-3rd floors, there are areas of drywall ceilings sprayed with textured surfacing material at the interior stairwell. The ceiling tiles of the original building are mechanically fastened to wooden framing, and the ceiling tiles of the Annex section sit in a metal grid system. Most floors are carpet, with exception of limited rooms that contain vinyl floor tile, and bathrooms, which have ceramic tile. The carpet is over 9" vinyl floor tile in the main building, and over concrete in the Annex. Pipe insulation is non-suspect fiberglass with PVC elbows in the hallways, mechanical rooms, and crawlspace; however, asbestos-containing pipe insulation is likely to exist throughout the building in chases, etc.

Inspection Strategy/Sampling Protocol

Asbestos:

The inspection consisted of grouping suspect asbestos containing materials into homogeneous areas based on the color and texture of the material, and then performing representative sampling of the materials included in those homogeneous areas. SC-DHEC has requirements for the minimum number of samples that can be collected from each homogeneous area (three samples of each miscellaneous material, three samples of each type of thermal system insulation, and the sample requirements for surfacing are based on square footage). Following completion of the on-site inspection/sampling, samples were submitted to an accredited laboratory for analysis.

As of June 27, 2008, SC-DHEC requires that any non-friable organically bound (NOB) material that is suspect to contain asbestos, such as floor tile, mastics, roofing material, and caulking must be analyzed by transmission electron microscopy (TEM) if polarized light microscopy (PLM) analyses of that material indicate that no asbestos was detected.

Lead-Based Paint

The inspection was performed using a Niton XLp 300 (Serial #: 20420) analyzer, which does not require substrate correction. Following proper calibration of the XRF, representative components were tested for lead content. The lead testing was not a comprehensive lead inspection, but rather a screening to give the Owner a general idea of lead-based paint presence.

Results

Asbestos:

EPA recognizes a material as Asbestos Containing Material (ACM) if an asbestos content of greater than one percent asbestos is detected in a representative sample analyzed by polarized light microscopy.

Material	Locations(s)	Approx. Quantity
Texture on Plaster	1 st -3 rd floors by interior stairwell areas as overspray and as a patched area in the 1 st floor connector	<100 sq. ft.
9" Beige Vinyl Floor Tile and Black Mastic	Under carpet throughout original building, except for in limited rooms. Note: The floor tile is a different color (HA16) in the 1 st floor hallway.	37,560 sq. ft.
Black mastic mixed with carpet glue in Annex	Under carpet in Annex rooms and closets in 1 st -3 rd floors; and in the rooms, closets, and hallway of the basement	10,575 sq. ft.
Stair tread	Interior stairs of original building	935 sq. ft.
Ceiling Texture on Drywall	NE sections of the 1 st -3 rd floor hallways of the original building (near stairwell)	1,620 sq. ft.
9" Brown Vinyl Floor Tile with Black Mastic	Under carpet in 1 st floor hallway of original building	3,340 sq. ft.
Pipe Insulation and/or Hard Joint Insulation	Assumed to remain in wall chases, etc.	Unknown

Lead:

According to the Environmental Protection Agency (EPA), paint containing ≥ 1 milligram per square centimeter (mg/cm^2) of lead using an XRF or 0.5% by weight (paint chip analysis) is considered lead-based paint (LBP).

LBP was detected on exterior wooden components. No LBP was detected on interior components.

Relevant Regulatory Requirements/Recommendations

Friability-Friable materials are defined as materials that can be reduced to powder by hand pressure. It should be noted that non-friable materials may become friable depending on the method of removal. All non-friable materials must be removed by properly accredited asbestos personnel. If the non-friable materials are removed in a friable manner, then all regulations in regards to friable abatement will apply, and the abatement must be performed by a SC-DHEC Licensed Asbestos Contractor, and in accordance with all state and federal regulations.

Project Design-A Project Design, written by a SC-DHEC Licensed Project Designer, will be required on this project if friable abatement exceeds the quantity threshold.

Air Monitoring-Air monitoring by a SC-DHEC Licensed Air Monitor will be required on this project.

CRE can further assist with Project Design, Air Monitoring, and/or help in selecting an asbestos abatement contractor.

Closing Statements and Limitations

If any suspect material is discovered that is not included within this report, it should be sampled before it is physically disturbed. If any materials are scheduled to be disturbed that were not included in this inspection, then they should be sampled prior to disturbance.

This document has been prepared by Crossroads Environmental, LLC at the request of and for the exclusive use of Winthrop University. This report represents the findings from the date that it was inspected, and is limited in scope to that indicated above.

Crossroads Environmental, LLC appreciates the opportunity to provide Winthrop University with our consultative services. Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kay H. Horton", with a stylized flourish at the end.

Kay H. Horton
Licensed Inspector

Attachments: (4)
DH

ATTACHMENT I
ASBESTOS AND LEAD SUMMARY TABLE

CROSSROADS ENVIRONMENTAL, LLC ASBESTOS INSPECTION REPORT								CRE JOB #: 20366-IN	
Location:	Bancroft Hall								
Client:	Winthrop University							DATE: September 16-17, 2021	
Key: A=Amosite, C=Chrysotile, Cr=Crocidolite, Tr=Tremolite, Ac=Actinolite Asbestos, Misc.=Miscellaneous, HA#=Homogeneous Area #, PLM=Polarized Light Microscopy, TEM=Transmission Electron Microscopy, /=PLM and/or TEM Analysis Not Required sq.ft.=Square Feet, cu.ft.=Cubic Feet, In.ft.=Linear Feet, HJI=Hard Joint Insulation, TSI=Thermal System Insulation, BUR=Built-up Roofing, Surf=Surfacing NAD=No Asbestos Detected, SP=Stop Positive									
HA#	Type of Material TSI, Surf, Misc.	Material Type	Sample Number	Asbestos Content (PLM)	Asbestos Content (TEM)	Location of Sample	Approx. Quantity	Physical Condition	Location/ Comments
01	Surf.	Plaster with Texture	002-texture 002-plaster	NAD NAD	/	Rm. 379 closet	N/A	Good; Friable	Located on walls throughout the original building.
			003-texture 003-plaster	NAD NAD	/	Wall @ Rm. 321			
			004-texture 004-plaster	NAD NAD	/	Rm. 235			
			005-texture 005-plaster	NAD NAD	/	Rm. 267 closet			
			006-texture 006-plaster	NAD NAD	/	By window near Rm. 221			
			008-texture 008-plaster	NAD NAD	/	Rm. 124 (damaged)			
			009-texture 009-plaster	NAD NAD	/	Basement near Rm. 21			
			081-texture 081-plaster	NAD NAD	/	Across from Rm. 121			

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HA#	Type of Material TSI, Surf, Misc.	Material Type	Sample Number	Asbestos Content (PLM)	Asbestos Content (TEM)	Location of Sample	Approx. Quantity	Physical Condition	Location/ Comments
02	Surf.	Textured Ceiling Surfacing	010	NAD	/	Hallway @ Rm. 322	N/A	Good; Friable	Located on ceilings throughout the Annex.
			011	NAD	/	Hallway @ Rm. 302			
			012	NAD	/	Rm. 207			
			013	NAD	/	2nd floor, east stairwell			
			014	NAD	/	Hallway @ Rm. 102			
			015	NAD	/	Hallway @ Rm. G06			
			016	NAD	/	1st floor, west stairwell			
03	Misc.	1'x1' Ceiling tiles	019	NAD	/	Hallway @ Rm. 326	N/A	Good; Friable	Located throughout the central section and south end that connects to the Annex.
			020	NAD	/	Hallway @ Rm. 224			
			021	NAD	/	Hallway @ Rm. 135			

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HA#	Type of Material TSI, Surf, Misc.	Material Type	Sample Number	Asbestos Content (PLM)	Asbestos Content (TEM)	Location of Sample	Approx. Quantity	Physical Condition	Location/ Comments
04	Misc.	2'x2' Ceiling Tiles with Pinholes	022	NAD	/	Hallway @ Rm. 322	N/A	Good; Friable	Located throughout the Annex section hallways.
			023	NAD	/	Hallway @ Rm. 218			
			024	NAD	/	Hallway @ Rm. 102			
			024A	NAD	/	Hallway @ Rm. G06			
05	Misc.	9" Beige Vinyl Floor Tile with Black Mastic & Carpet Glue	025-tile 025-mastic	3% C 3% C	/	Hallway @ Rm. 358	37,560 sq. ft.	Unknown; Under Carpet	Located under carpet throughout the original building (floors 1-3), except for in restrooms. Note: The 9" tile is a different color in the first floor hallway (HA 015)
			026	SP	/	Hallway @ Rm. 258			
			027	/	SP	Rm. 171 closet			

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HA#	Type of Material TSI, Surf, Misc.	Material Type	Sample Number	Asbestos Content (PLM)	Asbestos Content (TEM)	Location of Sample	Approx. Quantity	Physical Condition	Location/ Comments
06	Misc.	12" Beige Vinyl Floor Tile	028-tile 028-mastic	NAD NAD	/	Rm. 143	N/A	Good; Non-friable	Located in Room 143 (vending) over plywood. Note: It should be assumed that 9" tile exists under the plywood.
			029-tile 029-mastic	NAD NAD	/	Rm. 143			
			030-tile 030-mastic	/ /	NAD NAD	Rm. 143			
07	Misc.	Carpet Glue mixed with Black Mastic (Annex)	031	2% C	/	Rm. 302 closet	10,575 sq. ft.	Non-friable	Located in Annex rooms and closet over concrete in the 1st-3rd floors; and in the rooms, closets, and hallway of the basement.
			032	SP	/	Rm. 207 closet			
			033	/	SP	Rm. 103			
08	Misc.	Cove Base Glue	034	NAD	/	Rm. 302 closet	N/A	Non-friable	Located throughout the Annex.
			035	NAD	/	Rm. 207 closet			
			036	/	NAD	Rm. 103			

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09	Misc.	Stair Tread	038-stair tread 038-mastic 038-felt paper	5% C NAD NAD	/	2nd floor near Rm. 226	935 sq. ft.	Good; Non-friable	Located on the interior stairs of the original building.
			039-stair tread 039-mastic 039-felt paper	SP NAD NAD	/	3rd floor near Rm. 226			Note: All samples were collected from the same location to prevent damage and a trip hazard, but the stair tread is consistent.
			040-stair tread 040-mastic 040-felt paper	/	SP <1% C IS	4th floor near Rm. 226			
10	Surf.	Plaster/Skim on Concrete	041-skim 041-base	NAD NAD	/	Rm. 302 closet	>5,000 sq. ft.	Good; Friable	Located throughout Annex, except for south wing of Annex basement and limited areas of north wing of Annex basement.
			042-skim 042-base	NAD NAD	/	Rm. 207 closet			
			043-skim 043-base	NAD NAD	/	Hallway @ Rm. 218			
			044-skim 044-base	NAD NAD	/	Hallway @ Rm. 220			
			045-skim 045-base	NAD NAD	/	Rm. 103			
			046-skim 046-base	NAD NAD	/	Hallway @ Rm. 102			
			047-skim 047-base	NAD NAD	/	Hallway @ Rm. 110			

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11	Surf.	Block Filler	048	NAD	/	3rd floor connector	>5,000 sq. ft.	Good; Friable	Located in the 3rd floor connector between original building and Annex, as well as in Annex stairwells.
			049	NAD	/	3rd floor west stairwell			
			050	NAD	/	2nd floor east stairwell			
			051	NAD	/	2nd floor west stairwell			
			052	NAD	/	1st floor west stairwell			
			053	NAD	/	Basement west stairwell			
			054	NAD	/	Basement @ Rm. 21			
12	Misc.	Sheet Vinyl Flooring	055	NAD	/	Rm. 226 closet	N/A	Good; Friable	Located in Room 226, and in the restroom of the north wing of the Annex basement.
			056	NAD	/	Rm. 226 closet			
			057	/	NAD	Rm. 226 closet			

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13	Surf.	Drywall Ceiling with Texture	058-drywall 058-texture	NAD 2% C	/	Hallway @ Rm. 258	1,620 sq. ft.	Good; Friable	Located in a section of the hallway on the 1st through 3rd floors of the original building. The sections are at the NE area of the building near the stairwell.
			059-drywall 059-texture	NAD 2% C	/	Hallway @ Rm. 135			
			060-drywall 060-texture	NAD 2% C	/	Hallway between Rm. 148 & 146			
			017-drywall 017-texture	NAD 2% C	/	Hallway @ Rm. 358			
			018-drywall 018-texture	NAD 2% C	/	Hallway @ Rm. 352			
14	Misc.	Carpet Glue	061	NAD	/	Hallway @ Rm. 302	N/A	Non-friable	Located in the hallways of the 1st-3rd floors of the Annex over terazzo and in the basement hallways over concrete.
			062	NAD	/	Hallway @ Rm. 222			
			063	NAD	/	Rm. 103 @ doorway (hall)			
			063A	/	NAD	Basement @ Rm. 21			

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15	Surf.	Drywall/ Joint Compound	064-drywall 064-jt. compound	NAD NAD	/	Hallway @ Rm. 102	N/A	Good; Friable	Located in limited areas above ceilings of the Annex, ceiling of connector, at junction of main building and Annex, and in Room 157.
			065-drywall 065-jt. compound	NAD NAD	/	Hallway @ Rm. 124			
			066-drywall 066-jt. compound	NAD NAD	/	Hallway @ Rm. G06			
			067-drywall 067-jt. compound	NAD NAD	/	Hallway @ Rm. 304			
			068-drywall 068-jt. compound	NAD NAD	/	Entrance to connector			
			081-drywall 081-jt. compound	NAD NAD	/	Rm. 157			
			082-drywall 082-jt. Compound	NAD NAD	/	2nd floor entrance to Annex			

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16	Misc.	9" Brown Vinyl Floor Tile with Black Mastic	069-tile 069-black mastic 069-yellow mastic	10% C 2% C NAD	/	Hallway @ Rm. 156	3,340 sq. ft.	Unknown; Under Carpet	Located throughout the 1st floor hallway of the original building under carpet.
			070	SP	/	Hallway @ Rm. 171			
			071	/		Hallway @ Rm. 130			

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17	Misc.	12" Beige Vinyl Floor Tile with Black Specks	072	NAD	/	Rm. 157	N/A	Good; Non-friable	Located in Room 157 (electrical room).
			073	NAD	/	Rm. 158			
			074	/	NAD	Rm. 159			
18	Misc.	Dark Brown Cove Base with Glue	075	NAD	/	Near Rm. 21	N/A	Non-friable	Located in a limited area of the ground floor, north wing.
			076	NAD	/	Near Rm. 22			
			077	/	NAD	Near Rm. 23			

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19	Misc.	White Fire Putty	078	NAD	/	Rm. 157	N/A	Good; Friable	Located in Rm. 157 at a penetration.
			079	NAD	/	Rm. 158			
			080	NAD	/	Rm. 159			

Reading No	Time	Type	Floor	Room	Component	Color	Substrate	Part	Side	Results	Action Level (mg/cm ²)	PbC (mg/cm ²)
844	10/5/2021 9:51	ShutterCal										0.97
845	10/5/2021 9:58	NIST Cal.									1	0.4
846	10/5/2021 9:59	NIST Cal.								Positive	1	1.6
847	10/5/2021 10:00	NIST Cal.								Positive	1	1.6
848	10/5/2021 10:01	NIST Cal.								Null	1	0.9
849	10/5/2021 10:02	NIST Cal.								Null	1	1
850	10/5/2021 10:03	NIST Cal.								Negative	1	0.9
851	10/5/2021 10:05	Paint	3RD		WALL	BEIGE	PLASTER		A	Negative	1	0.02
852	10/5/2021 10:05	Paint	3RD		DOOR	WHITE	WOOD	CASING	A	Negative	1	0.05
853	10/5/2021 10:06	Paint	3RD		DOOR	WHITE	WOOD	CASING	A	Negative	1	0.05
854	10/5/2021 10:06	Paint	3RD		BASEBOARD	WHITE	WOOD	CASING	A	Negative	1	0.15
855	10/5/2021 10:06	Paint	3RD		BASEBOARD	WHITE	WOOD	CASING	A	Negative	1	0.03
856	10/5/2021 10:07	Paint	3RD	STAIRWELL	SPINDLE	WHITE	WOOD		A	Negative	1	0.09
857	10/5/2021 10:08	Paint	3RD	STAIRWELL	NEWELL	WHITE	WOOD		A	Negative	1	0.06
858	10/5/2021 10:08	Paint	3RD			BEIGE	PLASTER		A	Negative	1	0.01
859	10/5/2021 10:09	Paint	3RD			BEIGE	PLASTER		A	Negative	1	0.01
860	10/5/2021 10:10	Paint	3RD		DOOR	WHITE	WOOD	JAMB	A	Negative	1	0.01
861	10/5/2021 10:11	Paint	3RD		WALL	BEIGE	PLASTER		A	Negative	1	0.02
862	10/5/2021 10:12	Paint	3RD		WALL	BEIGE	PLASTER		C	Negative	1	0.09
863	10/5/2021 10:14	Paint	3RD		BASEBOARD	WHITE	WOOD		C	Null	1	0.04
864	10/5/2021 10:14	Paint	3RD		BASEBOARD	WHITE	WOOD		C	Negative	1	0.26
865	10/5/2021 10:15	Paint	3RD		WALL	BEIGE	PLASTER		D	Null	1	0.02
866	10/5/2021 10:16	Paint	3RD		WALL	BEIGE	PLASTER		D	Negative	1	0.03
867	10/5/2021 10:16	Paint	3RD		DOOR	WHITE	WOOD	JAMB	D	Negative	1	0.06
868	10/5/2021 10:19	Paint	3RD	ANNEX	WALL	OFF-WHITE	PLASTER		B	Negative	1	0
869	10/5/2021 10:20	Paint	3RD	ANNEX	WALL	BEIGE	PLASTER		B	Null	1	0
870	10/5/2021 10:21	Paint	3RD	ANNEX	DOOR	OFF-WHITE	METAL	CASING	B	Negative	1	0.04
871	10/5/2021 10:23	Paint	3RD	STAIRWELL	WALL	OFF-WHITE	CONCRETE		A	Negative	1	0
872	10/5/2021 10:24	Paint	2ND	ANNEX	WALL	OFF-WHITE	PLASTER		B	Negative	1	0
873	10/5/2021 10:24	Paint	2ND	ANNEX	WALL	BEIGE	PLASTER		B	Null	1	0
874	10/5/2021 10:26	Paint	2ND	ANNEX	DOOR	OFF-WHITE	METAL	CASING	B	Negative	1	0.01
875	10/5/2021 10:27	Paint	2ND	ANNEX	DOOR	OFF-WHITE	WOOD		B	Negative	1	0
876	10/5/2021 10:28	Paint	2ND		WALL	BEIGE	PLASTER		B	Negative	1	0
877	10/5/2021 10:29	Paint	2ND		BASEBOARD	WHITE	WOOD		B	Negative	1	0.06
878	10/5/2021 10:30	Paint	2ND		WALL	BEIGE	PLASTER		A	Null	1	0
879	10/5/2021 10:34	Paint	2ND		DOOR	WHITE	WOOD	CASING	B	Negative	1	0.01
880	10/5/2021 10:35	Paint	2ND		DOOR	BROWN	WOOD		B	Negative	1	0.04
881	10/5/2021 10:36	Paint	2ND		WALL	BEIGE	PLASTER		C	Negative	1	0
882	10/5/2021 10:37	Paint	2ND	STAIRWELL	RISER	WHITE	WOOD		C	Negative	1	0.29
883	10/5/2021 10:37	Paint	2ND	STAIRWELL	BASEBOARD	WHITE	WOOD		C	Negative	1	0.04
884	10/5/2021 10:38	Paint	2ND	STAIRWELL	SPINDLE	WHITE	WOOD		C	Null	1	0.2
885	10/5/2021 10:40	Paint	2ND	CONNECTOR	WALL	BEIGE	PLASTER		C	Negative	1	0
886	10/5/2021 10:40	Paint	2ND	ANNEX	WALL	OFF-WHITE	PLASTER		D	Negative	1	0
887	10/5/2021 10:41	Paint	2ND	ANNEX	WALL	BEIGE	PLASTER		D	Negative	1	0
888	10/5/2021 10:42	Paint	2ND	ANNEX STAIRWEL	WALL	BEIGE	CONCRETE		A	Negative	1	0.01
889	10/5/2021 10:43	Paint	2ND	ANNEX STAIRWEL	NEWELL POST	BEIGE	METAL		A	Negative	1	0

Reading No	Time	Type	Floor	Room	Component	Color	Substrate	Part	Side	Results	Action Level (mg/cm ²)	PbC (mg/cm ²)
890	10/5/2021 10:43	Paint	2ND	ANNEX STAIRWEL	RISER	OFF-WHITE	METAL		A	Null	1	0
891	10/5/2021 10:44	Paint	2ND	ANNEX STAIRWEL	RISER	OFF-WHITE	METAL		A	Negative	1	0
892	10/5/2021 10:46	Paint	2ND	ANNEX	WALL	OFF-WHITE	PLASTER		B	Negative	1	0
893	10/5/2021 10:46	Paint	2ND	ANNEX	WALL	OFF-WHITE	WOOD		B	Negative	1	0
894	10/5/2021 10:48	Paint	2ND	ANNEX	WALL	BEIGE	WOOD		B	Negative	1	0.5
895	10/5/2021 10:50	Paint	2ND	ANNEX	WALL	BEIGE	WOOD		B	Null	1	0
896	10/5/2021 10:50	Paint	2ND	ANNEX	DOOR	BEIGE	METAL	CASING	B	Negative	1	0.04
897	10/5/2021 10:51	Paint	2ND	ANNEX	DOOR	BEIGE	WOOD		B	Negative	1	0
898	10/5/2021 10:52	Paint	1ST		WALL	BEIGE	PLASTER		A	Negative	1	0.02
899	10/5/2021 10:53	Paint	1ST		BASEBOARD	WHITE	WOOD		A	Negative	1	0.1
900	10/5/2021 10:54	Paint	1ST		CHAIR RAIL	WHITE	WOOD		A	Negative	1	0
901	10/5/2021 10:55	Paint	1ST		DOOR	BROWN	WOOD		A	Negative	1	0.04
902	10/5/2021 10:55	Paint	1ST		BASEBOARD	WHITE	WOOD		A	Null	1	0.4
903	10/5/2021 10:56	Paint	1ST		DOOR	WHITE	WOOD		A	Negative	1	0
904	10/5/2021 10:56	Paint	1ST		DOOR	WHITE	WOOD	CASING	A	Negative	1	0.06
905	10/5/2021 11:00	Paint	BASEMENT		WALL	OFF-WHITE	CONCRETE	CASING	D	Null	1	0
906	10/5/2021 11:00	Paint	BASEMENT		DOOR	OFF-WHITE	METAL	JAMB	D	Negative	1	0.03
907	10/5/2021 11:01	Paint	BASEMENT		DOOR	OFF-WHITE	WOOD		D	Negative	1	0
908	10/5/2021 11:05	Paint	1ST	EXT	COLUMN	WHITE	WOOD		B	Positive	1	15.1
909	10/5/2021 11:07	Paint	1ST	EXT	DOOR	WHITE	WOOD		A	Negative	1	0.7
910	10/5/2021 11:09	Paint	1ST	EXT	DOOR	WHITE	WOOD	CASING	A	Positive	1	23.6
911	10/5/2021 14:19	ShutterCal										0.92

ATTACHMENT II
LABORATORY REPORT(S)

October 7, 2021

Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

CLIENT PROJECT: Bancroft, 20366-IN
CEI LAB CODE: B216843v2

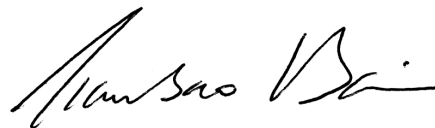
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on September 20, 2021. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

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ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Crossroads Environmental

CLIENT PROJECT: Bancroft, 20366-IN

LAB CODE: B216843v2

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 09/21/21

TOTAL SAMPLES ANALYZED: 66

SAMPLES >1% ASBESTOS: 13

PROJECT: Bancroft, 20366-IN

LAB CODE: B216843v2

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
001	Layer 1	B112983	Off-white	Texture	Chrysotile 2%
	Layer 2	B112983	Off-white	Plaster	None Detected
002	Layer 1	B112984	Off-white	Texture	None Detected
	Layer 2	B112984	Off-white	Plaster	None Detected
003	Layer 1	B112985	Off-white	Texture	None Detected
	Layer 2	B112985	Off-white	Plaster	None Detected
004	Layer 1	B112986	Off-white	Texture	None Detected
	Layer 2	B112986	Off-white	Plaster	None Detected
005	Layer 1	B112987	Off-white	Texture	None Detected
	Layer 2	B112987	Off-white	Plaster	None Detected
006	Layer 1	B112988	Off-white	Texture	None Detected
	Layer 2	B112988	Off-white,Brown	Drywall	None Detected
007	Layer 1	B112989	Off-white	Texture	Chrysotile 2%
	Layer 2	B112989	Off-white	Plaster	None Detected
008	Layer 1	B112990	Off-white	Texture	None Detected
	Layer 2	B112990	Off-white	Plaster	None Detected
009	Layer 1	B112991	Off-white	Texture	None Detected
	Layer 2	B112991	Off-white	Plaster	None Detected
010		B112992	Off-white	Textured Ceiling Surfacing	None Detected
011		B112993	Off-white	Textured Ceiling Surfacing	None Detected
012		B112994	Off-white	Textured Ceiling Surfacing	None Detected
013		B112995	Off-white	Textured Ceiling Surfacing	None Detected
014		B112996	Off-white	Textured Ceiling Surfacing	None Detected
015		B112997	Off-white	Textured Ceiling Surfacing	None Detected
016		B112998	Off-white	Textured Ceiling Surfacing	None Detected
019		B112999	Off-white	Ceiling Tile	None Detected
020		B113000	Brown	Ceiling Tile	None Detected
021		B113001	Brown	Ceiling Tile	None Detected
022		B113002	Brown	Ceiling Tile	None Detected
023		B113003	Off-white	Ceiling Tile	None Detected
024		B113004	Off-white	Ceiling Tile	None Detected

PROJECT: Bancroft, 20366-IN

LAB CODE: B216843v2

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
024A		B113005	Off-white	Ceiling Tile	None Detected
025		B113006A	White	Vinyl Floor Tile	Chrysotile 3%
		B113006B	Black	Mastic	Chrysotile 3%
026		B113007		Sample Not Analyzed per COC	
027		B113008		Sample Not Analyzed per COC	
028		B113009A	Gray	Vinyl Floor Tile	None Detected
		B113009B	Yellow	Mastic	None Detected
029		B113010A	Gray	Vinyl Floor Tile	None Detected
		B113010B	Yellow	Mastic	None Detected
030		B113011A		Sample Submitted for TEM Analysis	
		B113011B		Sample Submitted for TEM Analysis	
031		B113012	Yellow,Black	Carpet Glue (mixed)	Chrysotile 2%
032		B113013		Sample Not Analyzed per COC	
033		B113014		Sample Not Analyzed per COC	
034		B113015	Cream	Cove Base Glue	None Detected
035		B113016	Cream	Cove Base Glue	None Detected
036		B113017		Sample Submitted for TEM Analysis	
038		B113018A	Tan	Stair Tread	Chrysotile 5%
	Layer 1	B113018B	Black	Mastic	None Detected
	Layer 2	B113018B	Black	Felt Paper	None Detected
039		B113019A		Sample Not Analyzed per COC	
	Layer 1	B113019B	Black	Mastic	None Detected
	Layer 2	B113019B	Black	Felt Paper	None Detected
040		B113020A		Sample Not Analyzed per COC	
	Layer 1	B113020B		Sample Submitted for TEM Analysis	
	Layer 2	B113020B		Sample Submitted for TEM Analysis	
041	Layer 1	B113021	White	Plaster Skim Coat	None Detected

PROJECT: Bancroft, 20366-IN

LAB CODE: B216843v2

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
	Layer 2	B113021	Gray	Plaster Base Coat	None Detected
042	Layer 1	B113022	White	Plaster Skim Coat	None Detected
	Layer 2	B113022	Gray	Plaster Base Coat	None Detected
043	Layer 1	B113023	White	Plaster Skim Coat	None Detected
	Layer 2	B113023	Gray	Plaster Base Coat	None Detected
044	Layer 1	B113024	White	Plaster Skim Coat	None Detected
	Layer 2	B113024	Gray	Plaster Base Coat	None Detected
045	Layer 1	B113025	White	Plaster Skim Coat	None Detected
	Layer 2	B113025	Gray	Plaster Base Coat	None Detected
046	Layer 1	B113026	White	Plaster Skim Coat	None Detected
	Layer 2	B113026	Gray	Plaster Base Coat	None Detected
047	Layer 1	B113027	White	Plaster Skim Coat	None Detected
	Layer 2	B113027	Gray	Plaster Base Coat	None Detected
048		B113028	White	Block Filler	None Detected
049		B113029	White	Block Filler	None Detected
050		B113030	White	Block Filler	None Detected
051		B113031	White	Block Filler	None Detected
052		B113032	White	Block Filler	None Detected
053		B113033	White	Block Filler	None Detected
054		B113034	White	Block Filler	None Detected
055		B113035	Cream	Sheet Vinyl	None Detected
056		B113036	Cream	Sheet Vinyl	None Detected
057		B113037		Sample Submitted for TEM Analysis	
058	Layer 1	B113038	white,Tan	Drywall	None Detected
	Layer 2	B113038	Off-white	Ceiling Texture	Chrysotile 2%
059	Layer 1	B113039	white,Tan	Drywall	None Detected
	Layer 2	B113039	Off-white	Ceiling Texture	Chrysotile 2%
060	Layer 1	B113040	white,Tan	Drywall	None Detected
	Layer 2	B113040	Off-white	Ceiling Texture	Chrysotile 2%
017	Layer 1	B113041	white,Tan	Drywall	None Detected

PROJECT: Bancroft, 20366-IN

LAB CODE: B216843v2

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
	Layer 2	B113041	Off-white	Ceiling Texture	Chrysotile 2%
018	Layer 1	B113042	white,Tan	Drywall	None Detected
	Layer 2	B113042	Off-white	Ceiling Texture	Chrysotile 2%
061		B113043	Yellow	Carpet Glue	None Detected
062		B113044	Yellow	Carpet Glue	None Detected
063		B113045	Yellow	Carpet Glue	None Detected
063A		B113046		Sample Submitted for TEM Analysis	
064	Layer 1	B113047	White,Tan	Drywall	None Detected
	Layer 2	B113047	White	Joint Compound	None Detected
065	Layer 1	B113048	White,Tan	Drywall	None Detected
	Layer 2	B113048	White	Joint Compound	None Detected
066	Layer 1	B113049	White,Tan	Drywall	None Detected
	Layer 2	B113049	White	Joint Compound	None Detected
067	Layer 1	B113050	White,Tan	Drywall	None Detected
	Layer 2	B113050	White	Joint Compound	None Detected
068	Layer 1	B113051	White,Tan	Drywall	None Detected
	Layer 2	B113051	White	Joint Compound	None Detected
081	Layer 1	B113052	White,Tan	Drywall	None Detected
	Layer 2	B113052	White	Joint Compound	None Detected
069		B113053A	Brown	Vinyl Floor Tile	Chrysotile 10%
	Layer 1	B113053B	Black	Mastic	Chrysotile 2%
	Layer 2	B113053B	Yellow	Mastic	None Detected
070		B113054A		Sample Not Analyzed per COC	
		B113054B		Sample Not Analyzed per COC	
071		B113055A		Sample Not Analyzed per COC	
		B113055B		Sample Not Analyzed per COC	
072		B113056	Tan	Vinyl Floor Tile	None Detected
073		B113057	Tan	Vinyl Floor Tile	None Detected
074		B113058		Sample Submitted for TEM Analysis	
075		B113059	Cream	Covebase Glue	None Detected



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Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Bancroft, 20366-IN**LAB CODE:** B216843v2

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
076		B113060	Cream	Covebase Glue	None Detected
077		B113061		Sample Submitted for TEM Analysis	

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
001	Texture	Heterogeneous		2% Paint	2% Chrysotile
Layer 1		Off-white		65% Calc Carb	
B112983		Non-fibrous		31% Binder	
		Bound			
Layer 2	Plaster	Heterogeneous		50% Calc Carb	None Detected
B112983		Off-white		35% Silicates	
		Non-fibrous		15% Binder	
		Bound			
002	Texture	Heterogeneous		2% Paint	None Detected
Layer 1		Off-white		85% Calc Carb	
B112984		Non-fibrous		13% Silicates	
		Bound			
Layer 2	Plaster	Heterogeneous		50% Calc Carb	None Detected
B112984		Off-white		35% Silicates	
		Non-fibrous		15% Binder	
		Bound			
003	Texture	Heterogeneous		2% Paint	None Detected
Layer 1		Off-white		85% Calc Carb	
B112985		Non-fibrous		13% Silicates	
		Bound			
Layer 2	Plaster	Heterogeneous		50% Calc Carb	None Detected
B112985		Off-white		35% Silicates	
		Non-fibrous		15% Binder	
		Bound			
004	Texture	Heterogeneous		2% Paint	None Detected
Layer 1		Off-white		85% Calc Carb	
B112986		Non-fibrous		13% Silicates	
		Bound			

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
Layer 2 B112986	Plaster	Heterogeneous Off-white Non-fibrous Bound		50% Calc Carb 35% Silicates 15% Binder	None Detected
005 Layer 1 B112987	Texture	Heterogeneous Off-white Non-fibrous Bound		2% Paint 85% Calc Carb 13% Silicates	None Detected
Layer 2 B112987	Plaster	Heterogeneous Off-white Non-fibrous Bound		50% Calc Carb 35% Silicates 15% Binder	None Detected
006 Layer 1 B112988	Texture	Heterogeneous Off-white Non-fibrous Bound		2% Paint 85% Calc Carb 13% Silicates	None Detected
Layer 2 B112988	Drywall	Heterogeneous Off-white, Brown Fibrous Bound	25% Cellulose	60% Gypsum 15% Binder	None Detected
Lab Notes: Sample appears to be drywall. No plaster present.					
007 Layer 1 B112989	Texture	Heterogeneous Off-white Non-fibrous Bound		2% Paint 65% Calc Carb 31% Binder	2% Chrysotile
Layer 2 B112989	Plaster	Heterogeneous Off-white Non-fibrous Bound		50% Calc Carb 35% Silicates 15% Binder	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
008 Layer 1 B112990	Texture	Heterogeneous		2% Paint	None Detected
		Off-white		65% Calc Carb	
		Non-fibrous		33% Binder	
		Bound			
Layer 2 B112990	Plaster	Heterogeneous		50% Calc Carb	None Detected
		Off-white		35% Silicates	
		Non-fibrous		15% Binder	
		Bound			
009 Layer 1 B112991	Texture	Heterogeneous		2% Paint	None Detected
		Off-white		65% Calc Carb	
		Non-fibrous		33% Binder	
		Bound			
Layer 2 B112991	Plaster	Heterogeneous		50% Calc Carb	None Detected
		Off-white		35% Silicates	
		Non-fibrous		15% Binder	
		Bound			
010 B112992	Textured Ceiling Surfacing	Heterogeneous		2% Paint	None Detected
		Off-white		65% Calc Carb	
		Non-fibrous		33% Binder	
		Bound			
011 B112993	Textured Ceiling Surfacing	Heterogeneous		2% Paint	None Detected
		Off-white		65% Calc Carb	
		Non-fibrous		33% Binder	
		Bound			
012 B112994	Textured Ceiling Surfacing	Heterogeneous		2% Paint	None Detected
		Off-white		65% Calc Carb	
		Non-fibrous		33% Binder	
		Bound			

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
013 B112995	Textured Ceiling Surfacing	Heterogeneous Off-white Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected
014 B112996	Textured Ceiling Surfacing	Heterogeneous Off-white Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected
015 B112997	Textured Ceiling Surfacing	Heterogeneous Off-white Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected
016 B112998	Textured Ceiling Surfacing	Heterogeneous Off-white Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected
019 B112999	Ceiling Tile	Heterogeneous Off-white Fibrous Loosely Bound	35% 32%	Cellulose Fiberglass	30% 3%	Perlite Paint	None Detected
020 B113000	Ceiling Tile	Heterogeneous Brown Fibrous Loosely Bound	97%	Cellulose	3%	Paint	None Detected
021 B113001	Ceiling Tile	Heterogeneous Brown Fibrous Loosely Bound	97%	Cellulose	3%	Paint	None Detected

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
022 B113002	Ceiling Tile	Heterogeneous Brown Fibrous Loosely Bound	97%	Cellulose	3%	Paint	None Detected
023 B113003	Ceiling Tile	Heterogeneous Off-white Fibrous Loosely Bound	35% 32%	Cellulose Fiberglass	30% 3%	Perlite Paint	None Detected
024 B113004	Ceiling Tile	Heterogeneous Off-white Fibrous Loosely Bound	35% 32%	Cellulose Fiberglass	30% 3%	Perlite Paint	None Detected
024A B113005	Ceiling Tile	Heterogeneous Off-white Fibrous Loosely Bound	35% 32%	Cellulose Fiberglass	30% 3%	Perlite Paint	None Detected
025 B113006A	Vinyl Floor Tile	Heterogeneous White Fibrous Loosely Bound			65% 32%	Vinyl Calc Carb	3% Chrysotile
B113006B	Mastic	Heterogeneous Black Non-fibrous Bound			97%	Mastic	3% Chrysotile
026 B113007	Sample Not Analyzed per COC						
027 B113008	Sample Not Analyzed per COC						

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
028 B113009A	Vinyl Floor Tile	Heterogeneous Gray Non-fibrous Tightly Bound	65% 35%	Vinyl Calc Carb	None Detected
B113009B	Mastic	Heterogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
029 B113010A	Vinyl Floor Tile	Heterogeneous Gray Non-fibrous Tightly Bound	65% 35%	Vinyl Calc Carb	None Detected
B113010B	Mastic	Heterogeneous Yellow Non-fibrous Bound	100%	Mastic	None Detected
030 B113011A	Sample Submitted for TEM Analysis				
B113011B	Sample Submitted for TEM Analysis				
031 B113012	Carpet Glue (mixed)	Heterogeneous Yellow, Black Non-fibrous Bound	98%	Mastic	2% Chrysotile
Lab Notes: yellow Mastic is contaminated with positive black mastic.					
032 B113013	Sample Not Analyzed per COC				
033 B113014	Sample Not Analyzed per COC				

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
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Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
034 B113015	Cove Base Glue	Heterogeneous Cream Non-fibrous Bound			98% 2%	Mastic Paint	None Detected
035 B113016	Cove Base Glue	Heterogeneous Cream Non-fibrous Bound			98% 2%	Mastic Paint	None Detected
036 B113017	Sample Submitted for TEM Analysis						
038 B113018A	Stair Tread	Heterogeneous Tan Non-fibrous Bound			95%	Vinyl	5% Chrysotile
Layer 1 B113018B	Mastic	Heterogeneous Black Non-fibrous Bound			100%	Mastic	None Detected
Layer 2 B113018B	Felt Paper	Heterogeneous Black Non-fibrous Bound	80%	Cellulose	20%	Tar	None Detected
039 B113019A	Sample Not Analyzed per COC						
Layer 1 B113019B	Mastic	Heterogeneous Black Non-fibrous Bound			100%	Mastic	None Detected



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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 B113019B	Felt Paper	Heterogeneous Black Non-fibrous Bound	80%	Cellulose	20%	Tar	None Detected
040 B113020A	Sample Not Analyzed per COC						
Layer 1 B113020B	Sample Submitted for TEM Analysis						
Layer 2 B113020B	Sample Submitted for TEM Analysis						
041 Layer 1 B113021	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected
Layer 2 B113021	Plaster Base Coat	Heterogeneous Gray Non-fibrous Bound			85% 15%	Silicates Binder	None Detected
042 Layer 1 B113022	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected
Layer 2 B113022	Plaster Base Coat	Heterogeneous Gray Non-fibrous Bound			85% 15%	Silicates Binder	None Detected
043 Layer 1 B113023	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound			2% 65% 33%	Paint Calc Carb Binder	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
Layer 2 B113023	Plaster Base Coat	Heterogeneous Gray Non-fibrous Bound		85% Silicates 15% Binder	None Detected
044 Layer 1 B113024	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound		2% Paint 65% Calc Carb 33% Binder	None Detected
Layer 2 B113024	Plaster Base Coat	Heterogeneous Gray Non-fibrous Bound		85% Silicates 15% Binder	None Detected
045 Layer 1 B113025	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound		2% Paint 65% Calc Carb 33% Binder	None Detected
Layer 2 B113025	Plaster Base Coat	Heterogeneous Gray Non-fibrous Bound		85% Silicates 15% Binder	None Detected
046 Layer 1 B113026	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound		2% Paint 65% Calc Carb 33% Binder	None Detected
Layer 2 B113026	Plaster Base Coat	Heterogeneous Gray Non-fibrous Bound		85% Silicates 15% Binder	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
047 Layer 1 B113027	Plaster Skim Coat	Heterogeneous		2% Paint	None Detected
		White		65% Calc Carb	
		Non-fibrous		33% Binder	
		Bound			
Layer 2 B113027	Plaster Base Coat	Heterogeneous		85% Silicates	None Detected
		Gray		15% Binder	
		Non-fibrous			
		Bound			
048 B113028	Block Filler	Heterogeneous		2% Paint	None Detected
		White		65% Silicates	
		Non-fibrous		33% Binder	
		Bound			
049 B113029	Block Filler	Heterogeneous		2% Paint	None Detected
		White		65% Silicates	
		Non-fibrous		33% Binder	
		Bound			
050 B113030	Block Filler	Heterogeneous		2% Paint	None Detected
		White		65% Silicates	
		Non-fibrous		33% Binder	
		Bound			
051 B113031	Block Filler	Heterogeneous		2% Paint	None Detected
		White		65% Silicates	
		Non-fibrous		33% Binder	
		Bound			
052 B113032	Block Filler	Heterogeneous		2% Paint	None Detected
		White		65% Silicates	
		Non-fibrous		33% Binder	
		Bound			

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
053 B113033	Block Filler	Heterogeneous			2%	Paint	None Detected
		White			65%	Silicates	
		Non-fibrous			33%	Binder	
		Bound					
054 B113034	Block Filler	Heterogeneous			2%	Paint	None Detected
		White			65%	Silicates	
		Non-fibrous			33%	Binder	
		Bound					
055 B113035	Sheet Vinyl	Heterogeneous	25%	Cellulose	75%	Vinyl	None Detected
		Cream					
		Fibrous					
		Bound					
Lab Notes: Mastic is not present.							
056 B113036	Sheet Vinyl	Heterogeneous	25%	Cellulose	75%	Vinyl	None Detected
		Cream					
		Fibrous					
		Bound					
Lab Notes: Mastic is not present.							
057 B113037	Sample Submitted for TEM Analysis						
058 Layer 1 B113038	Drywall	Heterogeneous	25%	Cellulose	75%	Gypsum	None Detected
		white,Tan					
		Fibrous					
		Bound					
Layer 2 B113038	Ceiling Texture	Heterogeneous			65%	Calc Carb	2% Chrysotile
		Off-white			31%	Binder	
		Fibrous			2%	Paint	
		Bound					

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
059 Layer 1 B113039	Drywall	Heterogeneous white,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113039	Ceiling Texture	Heterogeneous Off-white Fibrous Bound			65% 31% 2%	Calc Carb Binder Paint	2% Chrysotile
060 Layer 1 B113040	Drywall	Heterogeneous white,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113040	Ceiling Texture	Heterogeneous Off-white Fibrous Bound			65% 31% 2%	Calc Carb Binder Paint	2% Chrysotile
017 Layer 1 B113041	Drywall	Heterogeneous white,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113041	Ceiling Texture	Heterogeneous Off-white Fibrous Bound			65% 31% 2%	Calc Carb Binder Paint	2% Chrysotile
018 Layer 1 B113042	Drywall	Heterogeneous white,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 B113042	Ceiling Texture	Heterogeneous Off-white Fibrous Bound			65% 31% 2%	Calc Carb Binder Paint	2% Chrysotile
061 B113043	Carpet Glue	Heterogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
062 B113044	Carpet Glue	Heterogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
063 B113045	Carpet Glue	Heterogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
063A B113046	Sample Submitted for TEM Analysis						
064 Layer 1 B113047	Drywall	Heterogeneous White, Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113047	Joint Compound	Heterogeneous White Fibrous Bound			65% 33% 2%	Calc Carb Binder Paint	None Detected
065 Layer 1 B113048	Drywall	Heterogeneous White, Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 B113048	Joint Compound	Heterogeneous White Fibrous Bound			65% 33% 2%	Calc Carb Binder Paint	None Detected
066 Layer 1 B113049	Drywall	Heterogeneous White,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113049	Joint Compound	Heterogeneous White Fibrous Bound			65% 33% 2%	Calc Carb Binder Paint	None Detected
067 Layer 1 B113050	Drywall	Heterogeneous White,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113050	Joint Compound	Heterogeneous White Fibrous Bound			65% 33% 2%	Calc Carb Binder Paint	None Detected
068 Layer 1 B113051	Drywall	Heterogeneous White,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113051	Joint Compound	Heterogeneous White Fibrous Bound			65% 33% 2%	Calc Carb Binder Paint	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
081 Layer 1 B113052	Drywall	Heterogeneous White,Tan Fibrous Bound	25%	Cellulose	75%	Gypsum	None Detected
Layer 2 B113052	Joint Compound	Heterogeneous White Fibrous Bound			65% 33% 2%	Calc Carb Binder Paint	None Detected
069 B113053A	Vinyl Floor Tile	Heterogeneous Brown Fibrous Tightly Bound			60% 30%	Vinyl Calc Carb	10% Chrysotile
Layer 1 B113053B	Mastic	Heterogeneous Black Non-fibrous Bound			98%	Mastic	2% Chrysotile
Layer 2 B113053B	Mastic	Heterogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
070 B113054A	Sample Not Analyzed per COC						
B113054B	Sample Not Analyzed per COC						
071 B113055A	Sample Not Analyzed per COC						
B113055B	Sample Not Analyzed per COC						

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B216843v2
Date Received: 09-20-21
Date Analyzed: 09-21-21
Date Reported: 09-21-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
072 B113056	Vinyl Floor Tile	Heterogeneous Tan Fibrous Tightly Bound	65% 35%	Vinyl Calc Carb	None Detected
Lab Notes: Mastic is not present.					
073 B113057	Vinyl Floor Tile	Heterogeneous Tan Fibrous Tightly Bound	65% 35%	Vinyl Calc Carb	None Detected
Lab Notes: Mastic is not present.					
074 B113058	Sample Submitted for TEM Analysis				
075 B113059	Covebase Glue	Heterogeneous Cream Non-fibrous Bound	98% 2%	Mastic Paint	None Detected
076 B113060	Covebase Glue	Heterogeneous Cream Non-fibrous Bound	98% 2%	Mastic Paint	None Detected
077 B113061	Sample Submitted for TEM Analysis				

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

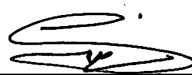
REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

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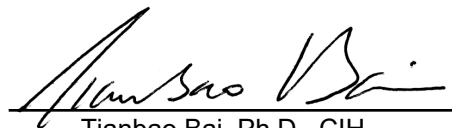
Information provided by customer includes customer sample ID and sample description.

ANALYST:



Saithya Paikal

APPROVED BY:



Tianbao Bai, Ph.D., CIH
Laboratory Director



AMENDED due to Other - Client requests re analysis of 7 samples based on identical components reported for textureplaster layers



730 S.E. Maynard Rd., Cary, NC 27511

Tel: 919-481-1413; Fax: 919-481-1442

CHAIN OF CUSTODY

LAB USE ONLY:

CEI Lab Code:

B216843

CEI Lab I.D. Range:

B112983- B113061

COMPANY CONTACT INFORMATION

Company: CROSSROADS ENVIRONMENTAL, LLC

Client #:

Address: 1258 BOILING SPRINGS RD.

Job Contact: Kay H. Horton

SPARTANBURG, SC 29303

Email: RESULTS@CROSSROADSENV.NET

Tel: 864-541-8736

Project Name: Bancroft

Fax: 864-541-8776

Project ID #: 20366-IN

P.O. #:

ASBESTOS	METHOD	4 HR*	8 HR*	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600			X			
TEM BULK	CHATFIELD			X			
PLM POINT COUNT (400)	EPA 600						
PLM POINT COUNT (1000)	EPA 600						
PLM GRAVIMETRIC	EPA 600						
PLM GRAV w POINT COUNT	EPA 600						
OTHER:							

POSITIVE STOP ANALYSIS	X
SOUTH CAROLINA SAMPLES	X
NORTH CAROLINA SAMPLES	

TEM INSTRUCTIONS

BEGIN TEM ANALYSIS AFTER NEGATIVE PLM	
ANALYZE TEM SAMPLES SIMULTANEOUSLY WITH PLM	

Don't stop positive on surfacing materials

☒ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
	9/17/2021 0:00	BWB	9/20/20

*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC	Job Contact: Kay H. Horton
Project Name: Bancroft	
Project ID #: 20366-IN	Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
001	01	Plaster with texture	PLM	X	TEM	
002	01	Plaster with texture	PLM	X	TEM	
003	01	Plaster with texture	PLM	X	TEM	
004	01	Plaster with texture	PLM	X	TEM	
005	01	Plaster with texture	PLM	X	TEM	
006	01	Plaster with texture	PLM	X	TEM	
007	01	Plaster with texture	PLM	X	TEM	
008	01	Plaster with texture	PLM	X	TEM	
009	01	Plaster with texture	PLM	X	TEM	
010	02	Textured ceiling surfacing	PLM	X	TEM	
011	02	Textured ceiling surfacing	PLM	X	TEM	
012	02	Textured ceiling surfacing	PLM	X	TEM	
013	02	Textured ceiling surfacing	PLM	X	TEM	
014	02	Textured ceiling surfacing	PLM	X	TEM	
015	02	Textured ceiling surfacing	PLM	X	TEM	
016	02	Textured ceiling surfacing	PLM	X	TEM	
019	03	Ceiling tile	PLM	X	TEM	
020	03	Ceiling tile	PLM	X	TEM	
021	03	Ceiling tile	PLM	X	TEM	
022	04	Ceiling tile	PLM	X	TEM	
023	04	Ceiling tile	PLM	X	TEM	
024	04	Ceiling tile	PLM	X	TEM	
024A	04	Ceiling tile	PLM	X	TEM	
025	05	Vinyl floor tile & mastic	PLM	X	TEM	
026	05	Vinyl floor tile & mastic	PLM	X	TEM	
027	05	Vinyl floor tile & mastic	PLM		TEM	X
028	06	Vinyl floor tile & mastic	PLM	X	TEM	
029	06	Vinyl floor tile & mastic	PLM	X	TEM	
030	06	Vinyl floor tile & mastic	PLM		TEM	X
031	07	Carpet glue (mixed)	PLM	X	TEM	
032	07	Carpet glue (mixed)	PLM	X	TEM	
033	07	Carpet glue (mixed)	PLM		TEM	X
034	08	Cove base glue	PLM	X	TEM	



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC	Job Contact: Kay H. Horton
Project Name: Bancroft	
Project ID #: 20366-IN	Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
035	08	Cove base glue	PLM	X	TEM	
036	08	Cove base glue	PLM		TEM	X
038	09	Stair tread	PLM	X	TEM	
039	09	Stair tread	PLM	X	TEM	
040	09	Stair tread	PLM		TEM	X
041	10	Plaster/skim on concrete	PLM	X	TEM	
042	10	Plaster/skim on concrete	PLM	X	TEM	
043	10	Plaster/skim on concrete	PLM	X	TEM	
044	10	Plaster/skim on concrete	PLM	X	TEM	
045	10	Plaster/skim on concrete	PLM	X	TEM	
046	10	Plaster/skim on concrete	PLM	X	TEM	
047	10	Plaster/skim on concrete	PLM	X	TEM	
048	11	Block filler	PLM	X	TEM	
049	11	Block filler	PLM	X	TEM	
050	11	Block filler	PLM	X	TEM	
051	11	Block filler	PLM	X	TEM	
052	11	Block filler	PLM	X	TEM	
053	11	Block filler	PLM	X	TEM	
054	11	Block filler	PLM	X	TEM	
055	12	Sheet vinyl	PLM	X	TEM	
056	12	Sheet vinyl	PLM	X	TEM	
057	12	Sheet vinyl	PLM		TEM	X
058	13	Drywall with ceiling texture	PLM	X	TEM	
059	13	Drywall with ceiling texture	PLM	X	TEM	
060	13	Drywall with ceiling texture	PLM	X	TEM	
017	13	Drywall with ceiling texture	PLM	X	TEM	
018	13	Drywall with ceiling texture	PLM	X	TEM	
061	14	Carpet glue	PLM	X	TEM	
062	14	Carpet glue	PLM	X	TEM	
063	14	Carpet glue	PLM	X	TEM	
063A	14	Carpet glue	PLM		TEM	X
064	15	Drywall/joint compound	PLM	X	TEM	
065	16	Drywall/joint compound	PLM	X	TEM	
066	16	Drywall/joint compound	PLM	X	TEM	

B2168B



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC	Job Contact: Kay H. Horton
Project Name: Bancroft	
Project ID #: 20366-IN	Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
067	16	Drywall/joint compound	PLM	X	TEM	
068	16	Drywall/joint compound	PLM	X	TEM	
081	16	Drywall/joint compound	PLM	X	TEM	
069	17	Vinyl floor tile & mastic	PLM	X	TEM	
070	17	Vinyl floor tile & mastic	PLM	X	TEM	
071	17	Vinyl floor tile & mastic	PLM		TEM	X
072	18	Vinyl floor tile & mastic	PLM	X	TEM	
073	18	Vinyl floor tile & mastic	PLM	X	TEM	
074	18	Vinyl floor tile & mastic	PLM		TEM	X
075	19	Cove base glue	PLM	X	TEM	
076	19	Cove base glue	PLM	X	TEM	
077	19	Cove base glue	PLM		TEM	X

Carrier, Danielle

SP

From: Kay Horton <khorton@crossroadsenv.net>
Sent: Wednesday, October 06, 2021 3:51 PM
To: Carrier, Danielle
Subject: Lab Code: B216843

EXTERNAL EMAIL*

Good Afternoon,

I went back to the site where the samples for Lab #: B216843 were collected to try to figure out why two plaster texture samples were positive and the rest were negative. It appears that samples 001 and 007 may have been texture on gypsum/drywall instead of plaster, but the lab reports them as the same composition as the others. Could you please get them to look layer 2 of Samples 001 and 007 to see if it is drywall vs. plaster? If so, could the report be revised to reflect that?

Kay H. Horton, President
Crossroads Environmental, LLC
Certified Woman-Owned Business
1258 Boiling Springs Rd.
Spartanburg, SC 29303
864-541-8736 (office)
864-680-5537 (cell)
www.crossroadsenv.net

-001 + 007 are on plaster

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November 1, 2021

Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

CLIENT PROJECT: Bancroft, 20366-IN
CEI LAB CODE: B2110204

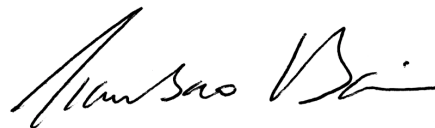
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on October 29, 2021. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Crossroads Environmental

CLIENT PROJECT: Bancroft, 20366-IN

LAB CODE: B2110204

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 11/01/21

TOTAL SAMPLES ANALYZED: 1

SAMPLES >1% ASBESTOS:

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Bancroft, 20366-IN

LAB CODE: B2110204

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
082	Layer 1	B162632	White	Joint Compound	None Detected

	Layer 2	B162632	White	Drywall	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B2110204

Date Received: 10-29-21

Date Analyzed: 11-01-21

Date Reported: 11-01-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
082 Layer 1 B162632	Joint Compound	Heterogeneous			60%	Binder	None Detected
		White			40%	Calc Carb	
		Non-fibrous					
		Bound					
Layer 2 B162632	Drywall	Heterogeneous	15%	Cellulose	85%	Gypsum	None Detected
		White					
		Fibrous					
		Bound					

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

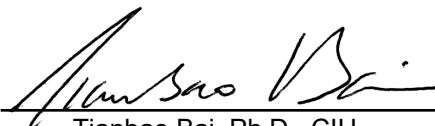
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Information provided by customer includes customer sample ID and sample description.

ANALYST:


Ryan Steele

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



730 S.E. Maynard Rd., Cary, NC 27511

Tel: 919-481-1413; Fax: 919-481-1442

CHAIN OF CUSTODY

LAB USE ONLY:

CEI Lab Code: B2110204

CEI Lab I.D. Range: B162632

①

COMPANY CONTACT INFORMATION

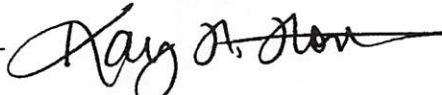

Company: CROSSROADS ENVIRONMENTAL, LLC	Client #:
Address: 1258 BOILING SPRINGS RD.	Job Contact: Kay H. Horton
SPARTANBURG, SC 29303	Email: RESULTS@CROSSROADSENV.NET
	Tel: 864-541-8736
Project Name: Bancroft	Fax: 864-541-8776
Project ID #: 20366-IN	P.O. #:

ASBESTOS	METHOD	4 HR*	8 HR*	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600			X			
TEM BULK	CHATFIELD						
PLM POINT COUNT (400)	EPA 600						
PLM POINT COUNT (1000)	EPA 600						
PLM GRAVIMETRIC	EPA 600						
PLM GRAV w POINT COUNT	EPA 600						
OTHER:							

POSITIVE STOP ANALYSIS	
SOUTH CAROLINA SAMPLES	X
NORTH CAROLINA SAMPLES	

TEM INSTRUCTIONS

BEGIN TEM ANALYSIS AFTER NEGATIVE PLM	
ANALYZE TEM SAMPLES SIMULTANEOUSLY WITH PLM	

			<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples
Relinquished By:	Date/Time	Received By:	Date/Time
			10/29 10:30
			401

*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC	Job Contact: Kay H. Horton
Project Name: Bancroft	
Project ID #:20366-IN	Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
082		Drywall/joint compound				

October 8, 2021

Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

CLIENT PROJECT: Bancroft, 20366-IN
CEI LAB CODE: B218375

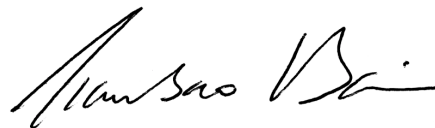
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on October 7, 2021. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Crossroads Environmental

CLIENT PROJECT: Bancroft, 20366-IN

LAB CODE: B218375

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 10/08/21

TOTAL SAMPLES ANALYZED: 4

SAMPLES >1% ASBESTOS:

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Bancroft, 20366-IN

LAB CODE: B218375

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
078		B136334	White	Fire Stop/putty	None Detected
079		B136335	White	Fire Stop/putty	None Detected
080		B136336	White	Fire Stop/putty	None Detected
081	Layer 1	B136337	Beige	Texture	None Detected
	Layer 2	B136337	Gray	Plaster	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: B218375
Date Received: 10-07-21
Date Analyzed: 10-08-21
Date Reported: 10-08-21

Project: Bancroft, 20366-IN

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
078 B136334	Fire Stop/putty	Homogeneous White Non-fibrous Bound		100% Foam	None Detected
079 B136335	Fire Stop/putty	Homogeneous White Non-fibrous Bound		100% Foam	None Detected
080 B136336	Fire Stop/putty	Homogeneous White Non-fibrous Bound		100% Foam	None Detected
081 Layer 1 B136337	Texture	Heterogeneous Beige Non-fibrous Bound	25% 35% 40%	Paint Binder Calc Carb	None Detected
Layer 2 B136337	Plaster	Homogeneous Gray Non-fibrous Bound	40% 60%	Binder Silicates	None Detected

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

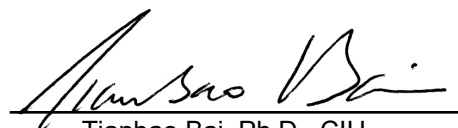
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:


 Greg Ruff

APPROVED BY:


 Tianbao Bai, Ph.D., CIH
 Laboratory Director



730 S.E. Maynard Rd., Cary, NC 27511

Tel: 919-481-1413; Fax: 919-481-1442

CHAIN OF CUSTODY

LAB USE ONLY:

CEI Lab Code: B218375

CEI Lab I.D. Range: B136334 - B136337

4

COMPANY CONTACT INFORMATION

Company: CROSSROADS ENVIRONMENTAL, LLC

Client #:

Address: 1258 BOILING SPRINGS RD.

Job Contact: Kay H. Horton

SPARTANBURG, SC 29303

Email: RESULTS@CROSSROADSENV.NET

Tel: 864-541-8736

Project Name: Bancroft

Fax: 864-541-8776

Project ID #: 20366-IN

P.O. #:

ASBESTOS	METHOD	4 HR*	8 HR*	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600			X			
TEM BULK	CHATFIELD						
PLM POINT COUNT (400)	EPA 600						
PLM POINT COUNT (1000)	EPA 600						
PLM GRAVIMETRIC	EPA 600						
PLM GRAV w POINT COUNT	EPA 600						
OTHER:							

POSITIVE STOP ANALYSIS	X
SOUTH CAROLINA SAMPLES	X
NORTH CAROLINA SAMPLES	

TEM INSTRUCTIONS

BEGIN TEM ANALYSIS AFTER NEGATIVE PLM	
ANALYZE TEM SAMPLES SIMULTANEOUSLY WITH PLM	

		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
	10/6/2021 0:00		10/7 10:00

*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC	Job Contact: Kay H. Horton
Project Name: Bancroft	
Project ID #: 20366-IN	Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
078	01	fire stop/putty	PLM	X	TEM	
079	01	fire stop/putty	PLM	X	TEM	
080	01	fire stop/putty	PLM	X	TEM	
081	02	texture on plaster	PLM	X	TEM	

September 22, 2021

Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

CLIENT PROJECT: Bancroft 20366-IN
LAB CODE: T212101

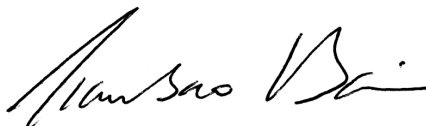
Dear Customer:

Enclosed are asbestos analysis results for TEM bulk samples received at our laboratory on September 21, 2021. The samples were analyzed for asbestos using transmission electron microscopy (TEM) per Chatfield/EPA 600/R-93/116 Sec. 2.5.5.1 method.

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements. The detection limit for the TEM Chatfield/EPA 600/R-93/116 Sec. 2.5.5.1 method is <1% depending on the processed weight and constituents of the sample.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Crossroads Environmental

CLIENT PROJECT: Bancroft 20366-IN

LAB CODE: T212101

TEST METHOD: Bulk Chatfield
EPA 600 / R93 / 116 Sec. 2.5.5.1

REPORT DATE: 09/22/21

Client: Crossroads Environmental
1258 Boiling Springs Road
Spartanburg, SC 29303

Lab Code: T212101
Date Received: 09-21-21
Date Analyzed: 09-22-21
Date Reported: 09-22-21

Project: Bancroft 20366-IN

TEM BULK CHATFIELD / EPA 600 / R93 / 116 Sec. 2.5.5.1

Client ID Lab ID	Material Description	Sample Weight (g)	Organic Material %	Acid Soluble Material %	Acid Insoluble Material %	Asbestos %
030 T29157	Gray Vinyl Floor Tile	0.511	22.3	46.2	31.5	None Detected
030 T29158	Yellow Mastic			Insufficient		
036 T29159	Cream Cove Base Glue	0.53	44.5	5.1	50.4	None Detected
040 T29160	Black Mastic	0.058	72.4	0	27.6	<1% Chrysotile
Probable contamination from positive stair tread.						
040 T29161	Black Felt Paper			Insufficient		
057 T29162	Cream Sheet Vinyl	0.31	55.5	26.1	18.4	None Detected
063A T29163	Yellow Carpet Glue	0.332	47	22.9	30.1	None Detected
074 T29164	Tan Vinyl Floor Tile	0.458	19.2	77.1	3.7	None Detected
074 T29165	Mastic			Insufficient		
077 T29166	Cream Covebase Glue	0.495	32.1	65.1	2.8	None Detected

LEGEND: None

METHOD: CHATFIELD & EPA/600/R-93/116 Sec. 2.5.5.1

LIMIT OF DETECTION: Varies with the weight and constituents of the sample (<1%)

REGULATORY LIMIT: >1% by weight

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Estimated measurement of uncertainty is available on request. Samples were received in acceptable condition unless otherwise noted.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

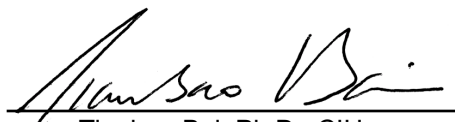
Eurofins CEI recommends between 0.500 and 0.200 grams of sample material.

Any weight below 0.100 grams is considered below protocol guidelines.

ANALYST:


Emily Morris

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



730 S.E. Maynard Rd., Cary, NC 27511

Tel: 919-481-1413; Fax: 919-481-1442

CHAIN OF CUSTODY

LAB USE ONLY:

CEI Lab Code: B216843

CEI Lab I.D. Range: B112933- B113061

COMPANY CONTACT INFORMATION

Company: CROSSROADS ENVIRONMENTAL, LLC

Client #:

Address: 1258 BOILING SPRINGS RD.

Job Contact: Kay H. Horton

SPARTANBURG, SC 29303

Email: RESULTS@CROSSROADSENV.NET

Tel: 864-541-8736

Project Name: Bancroft

Fax: 864-541-8776

Project ID #: 20366-IN

P.O. #:

ASBESTOS	METHOD	4 HR*	8 HR*	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600			X			
TEM BULK	CHATFIELD			X			
PLM POINT COUNT (400)	EPA 600						
PLM POINT COUNT (1000)	EPA 600						
PLM GRAVIMETRIC	EPA 600						
PLM GRAV w POINT COUNT	EPA 600						
OTHER:							

POSITIVE STOP ANALYSIS

X

SOUTH CAROLINA SAMPLES

X

NORTH CAROLINA SAMPLES

TEM INSTRUCTIONS

BEGIN TEM ANALYSIS AFTER NEGATIVE PLM

ANALYZE TEM SAMPLES SIMULTANEOUSLY WITH PLM

Don't stop positive on surfacing materials

☒ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
<i>Kay H. Horton</i> SP	9/17/2021 0:00	BWB	9/20/20
	09/21/21 11:20 AM	JLC	09/21/21 12:15

*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC

Job Contact: Kay H. Horton

Project Name: Bancroft

Project ID #: 20366-IN

Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
001	01	Plaster with texture	PLM	X	TEM	
002	01	Plaster with texture	PLM	X	TEM	
003	01	Plaster with texture	PLM	X	TEM	
004	01	Plaster with texture	PLM	X	TEM	
005	01	Plaster with texture	PLM	X	TEM	
006	01	Plaster with texture	PLM	X	TEM	
007	01	Plaster with texture	PLM	X	TEM	
008	01	Plaster with texture	PLM	X	TEM	
009	01	Plaster with texture	PLM	X	TEM	
010	02	Textured ceiling surfacing	PLM	X	TEM	
011	02	Textured ceiling surfacing	PLM	X	TEM	
012	02	Textured ceiling surfacing	PLM	X	TEM	
013	02	Textured ceiling surfacing	PLM	X	TEM	
014	02	Textured ceiling surfacing	PLM	X	TEM	
015	02	Textured ceiling surfacing	PLM	X	TEM	
016	02	Textured ceiling surfacing	PLM	X	TEM	
019	03	Ceiling tile	PLM	X	TEM	
020	03	Ceiling tile	PLM	X	TEM	
021	03	Ceiling tile	PLM	X	TEM	
022	04	Ceiling tile	PLM	X	TEM	
023	04	Ceiling tile	PLM	X	TEM	
024	04	Ceiling tile	PLM	X	TEM	
024A	04	Ceiling tile	PLM	X	TEM	
025	05	Vinyl floor tile & mastic	PLM	X	TEM	
026	05	Vinyl floor tile & mastic	PLM	X	TEM	
027	05	Vinyl floor tile & mastic	PLM		TEM	X
028	06	Vinyl floor tile & mastic	PLM	X	TEM	
029	06	Vinyl floor tile & mastic	PLM	X	TEM	
030	06	Vinyl floor tile & mastic	PLM		TEM	X
031	07	Carpet glue (mixed)	PLM	X	TEM	
032	07	Carpet glue (mixed)	PLM	X	TEM	
033	07	Carpet glue (mixed)	PLM		TEM	X
034	08	Cove base glue	PLM	X	TEM	



SAMPLING FORM

COMPANY CONTACT INFORMATION

Crossroads Environmental, LLC

Job Contact: Kay H. Horton

Project Name: Bancroft

Project ID #: 20366-IN

Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
035	08	Cove base glue	PLM	X	TEM	
036	08	Cove base glue	PLM		TEM	X
038	09	Stair tread	PLM	X	TEM	
039	09	Stair tread	PLM	X	TEM	
040	09	Stair tread	PLM		TEM	X
041	10	Plaster/skim on concrete	PLM	X	TEM	
042	10	Plaster/skim on concrete	PLM	X	TEM	
043	10	Plaster/skim on concrete	PLM	X	TEM	
044	10	Plaster/skim on concrete	PLM	X	TEM	
045	10	Plaster/skim on concrete	PLM	X	TEM	
046	10	Plaster/skim on concrete	PLM	X	TEM	
047	10	Plaster/skim on concrete	PLM	X	TEM	
048	11	Block filler	PLM	X	TEM	
049	11	Block filler	PLM	X	TEM	
050	11	Block filler	PLM	X	TEM	
051	11	Block filler	PLM	X	TEM	
052	11	Block filler	PLM	X	TEM	
053	11	Block filler	PLM	X	TEM	
054	11	Block filler	PLM	X	TEM	
055	12	Sheet vinyl	PLM	X	TEM	
056	12	Sheet vinyl	PLM	X	TEM	
057	12	Sheet vinyl	PLM		TEM	X
058	13	Drywall with ceiling texture	PLM	X	TEM	
059	13	Drywall with ceiling texture	PLM	X	TEM	
060	13	Drywall with ceiling texture	PLM	X	TEM	
017	13	Drywall with ceiling texture	PLM	X	TEM	
018	13	Drywall with ceiling texture	PLM	X	TEM	
061	14	Carpet glue	PLM	X	TEM	
062	14	Carpet glue	PLM	X	TEM	
063	14	Carpet glue	PLM	X	TEM	
063A	14	Carpet glue	PLM		TEM	X
064	15	Drywall/joint compound	PLM	X	TEM	
065	16	Drywall/joint compound	PLM	X	TEM	
066	16	Drywall/joint compound	PLM	X	TEM	

B216813



SAMPLING FORM

COMPANY CONTACT INFORMATION	
Crossroads Environmental, LLC	Job Contact: Kay H. Horton
Project Name: Bancroft	
Project ID #: 20366-IN	Tel: 864-541-8736

SAMPLE ID#	HA	DESCRIPTION / LOCATION	TEST			
			PLM	X	TEM	
067	16	Drywall/joint compound	PLM	X	TEM	
068	16	Drywall/joint compound	PLM	X	TEM	
081	16	Drywall/joint compound	PLM	X	TEM	
069	17	Vinyl floor tile & mastic	PLM	X	TEM	
070	17	Vinyl floor tile & mastic	PLM	X	TEM	
071	17	Vinyl floor tile & mastic	PLM		TEM	X
072	18	Vinyl floor tile & mastic	PLM	X	TEM	
073	18	Vinyl floor tile & mastic	PLM	X	TEM	
074	18	Vinyl floor tile & mastic	PLM		TEM	X
075	19	Cove base glue	PLM	X	TEM	
076	19	Cove base glue	PLM	X	TEM	
077	19	Cove base glue	PLM		TEM	X

Bunting, Connor

From: Bunting, Connor
Sent: Tuesday, September 21, 2021 3:39 PM
To: khorton@crossroadsenv.net
Subject: Project: Bancroft 20366-IN

Hello Kay!

I am reaching out to confirm per our phone conversation that the yellow mastic of sample 030, the black felt paper of sample 040, and the mastic of sample 074 will report as insufficient.
Please confirm as you are able,

All the Best,
Connor Bunting
Client Relationship Manager

"If you could spare thirty seconds, we're always looking for feedback. Click the link below and tell us how we're doing!"

How are we doing? Let us know!

Eurofins CEI
730 SE Maynard Rd
Cary, NC 27511
USA

Phone: +1 919-481-1413
Fax: +1 919-481-1442

E-mail: Connor.Bunting@EurofinsET.com

Follow us! [Facebook](#) | [LinkedIn](#)

**** Please Note ****

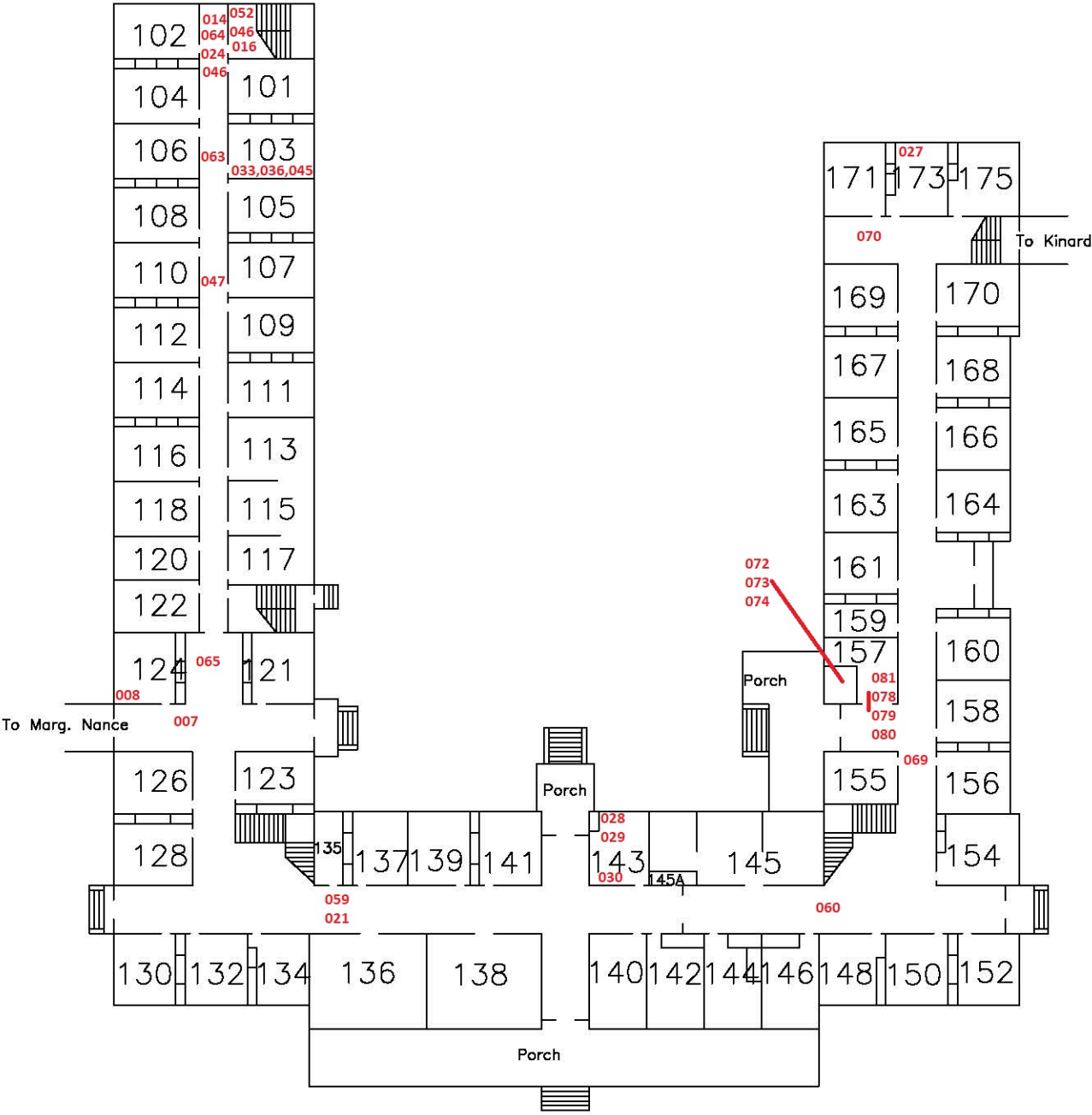
As of February 1st, 2021, all roofing samples submitted in core tubes will accrue an additional \$10 charge per sample. This is due to the additional time and resource cost associated with extracting the samples from the tube, which can be quite labor intensive. If you have any questions, please contact our Client Account Manager Danielle.Carrier@EurofinsET.com or give us a call at 919-481-1413.

Thank you for your understanding

ATTACHMENT III
SAMPLE LOCATION SKETCH AND/OR PHOTOS

SAMPLE LOCATION SKETCH

Sketch #: 001- First Floor
Project Name: Bancroft Hall
Project ID: 20366-IN
Date: 9/17/2021

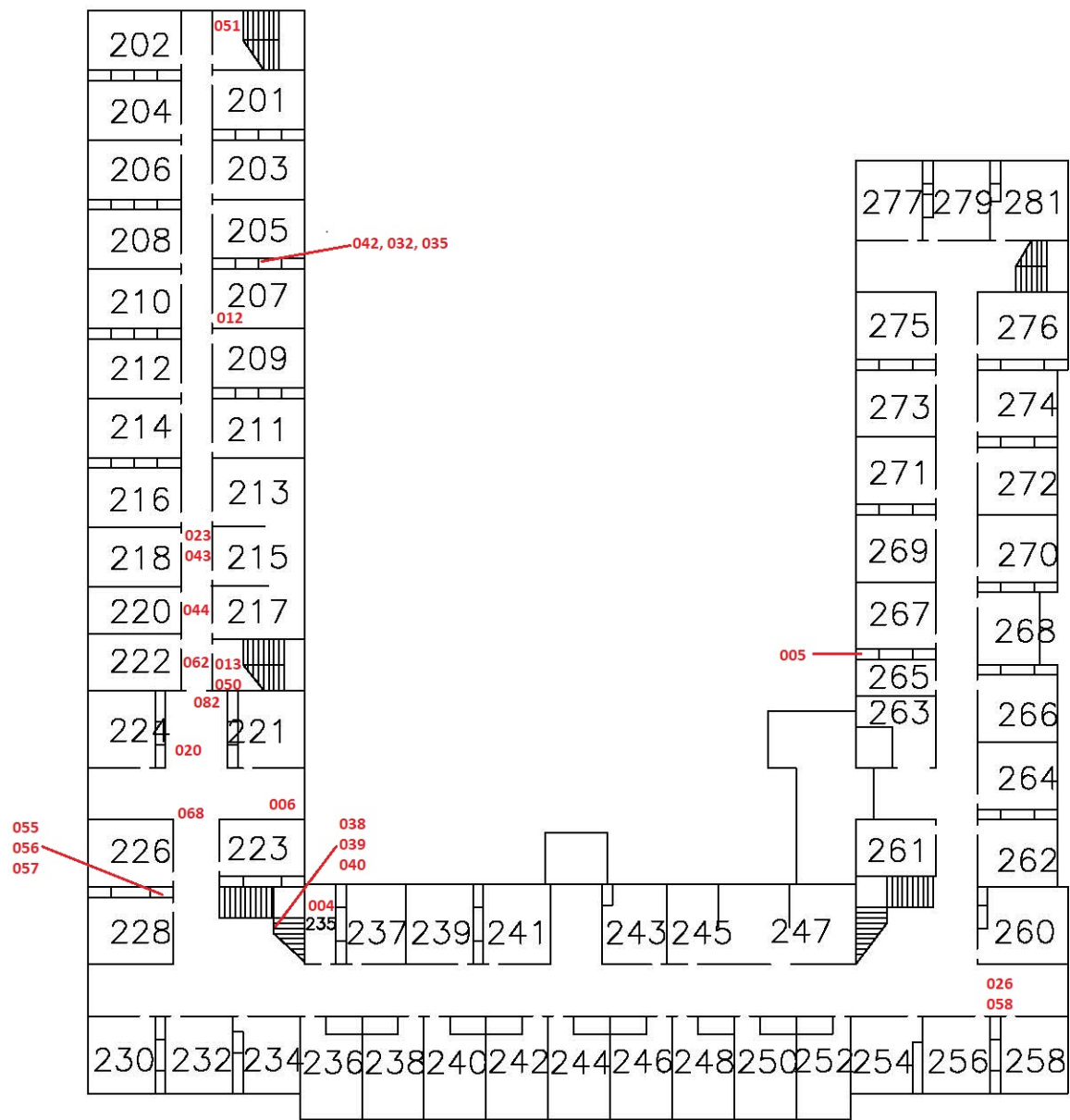


17-03-05

First Floor

Bancroft Hall

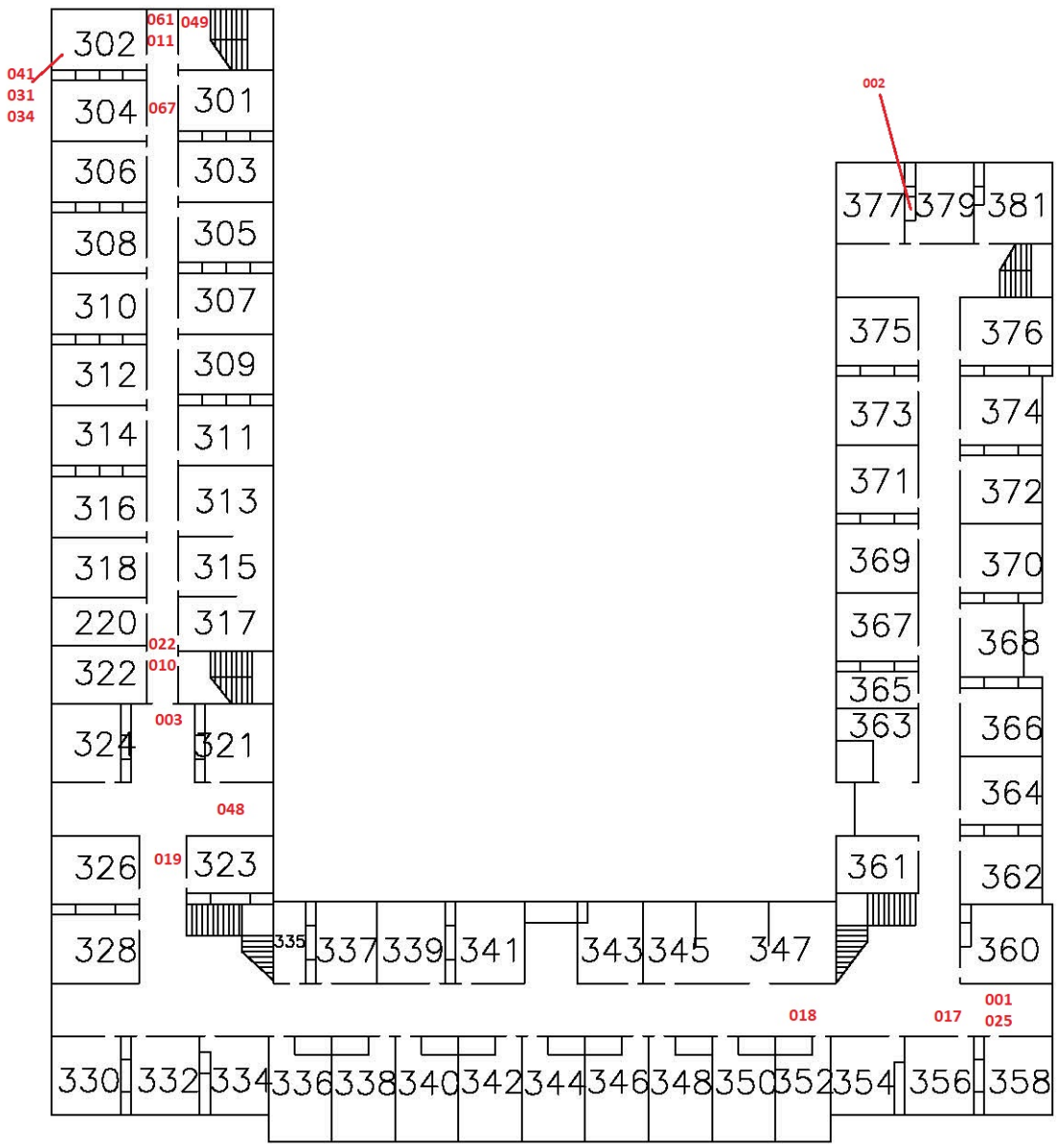
SAMPLE LOCATION SKETCH
Sketch #: 002-Second Floor
Project Name: Bancroft Hall
Project ID: 20366-IN
Date: 9/17/2021



17-04-05
Second Floor
Bancroft Hall

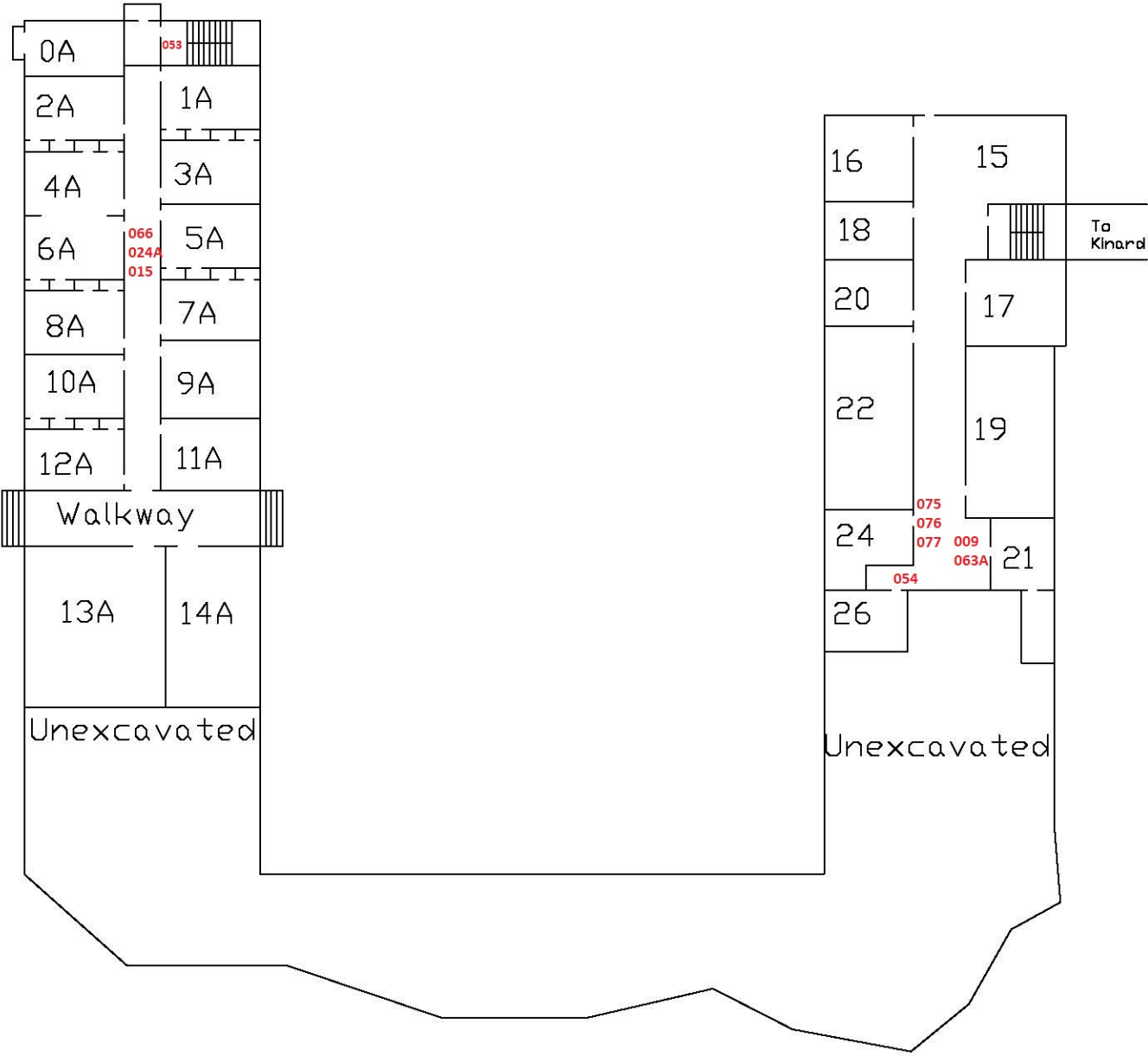


SAMPLE LOCATION SKETCH
Sketch #: 003-Third Floor
Project Name: Bancroft Hall
Project ID: 20366-IN
Date: 9/17/2021



17-05-05	Third Floor	Bancroft Hall
----------	-------------	---------------

SAMPLE LOCATION SKETCH
 Sketch #: 004-Basement
 Project Name: Bancroft Hall
 Project ID: 20366-IN
 Date: 9/17/2021



17-02-05	Basement	Bancroft Hall
----------	----------	---------------

**ATTACHMENT IV
ACCREDITATION(S)**

SCDHEC ISSUED

Asbestos ID Card

Kay H Horton



AIRSAMPLER
CONSULTMP

ASB-23067
ASB-23394

Expiration Date:

10/03/22
11/16/21