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**PROJECT NUMBER:** H51-N333-JM

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SE-310
INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: Elevator Control Replacements
PROJECT NUMBER: HS1-N333-JM
PROJECT LOCATION: Parking Garage #1, and Basic Science Building

BID SECURITY REQUIRED? Yes ☒ No □ 
PERFORMANCE BOND REQUIRED? Yes ☒ No □ 
PAYMENT BOND REQUIRED? Yes ☒ No □ 
NOTE: Contractor may be subject to a performance appraisal at the close of the project.
CONSTRUCTION COST RANGE: $600,000-700,000

DESCRIPTION OF PROJECT: Replace controls and associated machines in three elevators. Refurbish all cabs.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:
http://academicdepartments.musc.edu/VPFA/CFPA/construction_projects/

PLAN 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. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders WILL ☒ WILL NOT □ be via email or website posting.

IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:

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

A/E NAME: Same as Agency
A/E CONTACT:
A/E ADDRESS: Street/PO Box: City: State: ZIP: 
EMAIL: TELEPHONE: FAX:

AGENCY: Medical University of South Carolina
AGENCY PROJECT COORDINATOR: Jimmy Stewart
ADDRESS: Street/PO Box: 97 Jonathan Lucas St, MSC 190
City: Charleston State: SC ZIP: 29425
EMAIL: stewarjh@musc.edu TELEPHONE: 843-792-3753 FAX: 843-792-4251

PRE-BID CONFERENCE: Yes ☒ No □ 
PRE-BID DATE: 8/24/2016 TIME: 2:30 PM PLACE: 97 Jonathan Lucas St, Rm 209, Charleston, SC
MANDATORY ATTENDANCE: Yes □ No ☒ 
BID CLOSING DATE: 9/15/2016 TIME: 2:30 PM PLACE: 97 Jonathan Lucas St, Rm 209, Charleston, SC
BID DELIVERY ADDRESSES:
HAND-DELIVERY: Attn: Jimmy Stewart 97 Jonathan Lucas St, Rm 209 Charleston, SC
MAIL SERVICE: Attn: Jimmy Stewart 97 Jonathan Lucas St, Rm 209 Charleston, SC

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

APPROVED BY:  
(OSE Project Manager) 
DATE: 8-17-2016
1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 These Standard Supplemental Instructions to Bidders amend or supplement Instructions to Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.

1.2 Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.

1.3 All provisions of the A701-1997, which are not so amended or supplemented, remain in full force and effect.

1.4 Bidders are cautioned to carefully examine the Bidding and Contract Documents for additional instructions or requirements.

2. MODIFICATIONS TO A701-1997

2.1 Delete Section 1.1 and insert the following:

1.1 Bidding Documents, collectively referred to as the Invitation for Bids, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders (A-701), Supplemental Instructions to Bidders, the Bid Form, the Notice of Intent to Award, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. 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, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement between Owner and Contractor. 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, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

2.2 In Section 1.8, delete the words “and who meets the requirements set forth in the Bidding Documents”.

2.3 In Section 2.1, delete the word “making” and substitute the word “submitting.”

2.4 In Section 2.1.1:

After the words “Bidding Documents,” delete the word “or” and substitute the word “and.” Insert the following at the end of this section:

Bidders are expected to examine the Bidding Documents and Contract Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. 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 Owner’s attention prior to bid opening.

2.5 In Section 2.1.3, insert the following after the term “Contract Documents” and before the period:

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 Regulation 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.

2.6 Insert the following Sections 2.2 through 2.8:

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.
OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

A. By submitting an 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—
   a. Those prices;
   b. The intention to submit an bid; or
   c. 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.

B. 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 paragraphs A.1 through A.3 of this certification; or

2. a. 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 paragraphs A.1 through A.3 of this certification [As used in this subdivision B.2.a, the term "principals" means the person(s) in the bidder’s organization responsible for determining the prices offered in this bid];
   b. As an authorized agent, does certify that the principals referenced in subdivision B.2.a of this certification have not participated, and will not participate, in any action contrary to paragraphs A.1 through A.3 of this certification; and
   c. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs A.1 through A.3 of this certification.

C. If the bidder deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.3 DRUG FREE WORKPLACE

By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

A. 1. By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-

   a. Bidder and/or any of its Principals-
      (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
      (ii) 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
      (iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.a.(ii) of this provision.

   b. 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.

2. "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).

B. 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.

C. If Bidder is unable to certify the representations stated in paragraphs A.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 nonresponsible.
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 paragraph A. 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.

D. The certification in paragraph A. 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.

2.5 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 South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 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 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, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

2.6 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. (a) 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. (b) 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. (c) 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. Regulation 19-445.2165(C) broadly defines the term donor.

2.7 IRAN DIVESTMENT ACT CERTIFICATION
(a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm.(c) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2.8 OPEN TRADE REPRESENTATION (JUN 2015)
By submitting an Offer, Offeror represents that Offeror 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 SC Code Section 11-35-5300. [02-2A083-1]

2.7 Delete Section 3.1.1 and substitute the following:

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement in the number and for the deposit sum, if any, stated therein. If so provided in the Advertisement, the deposit will be refunded to all plan holders who return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

2.8 Delete the language of Section 3.1.2 and insert the word “Reserved.”

2.9 In Section 3.1.4, delete the words “and Architect may make” and substitute the words “has made.”
OSE FORM 00201
STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

2.10 Insert the following Section 3.1.5

3.1.5 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.

2.11 In Section 3.2.2:

Delete the words “and Sub-bidders”
Delete the word “seven” and substitute the word “ten”

2.12 In Section 3.2.3:

Insert the word “written” before the word “Addendum.” Insert the following at the end of the section:

As provided in Regulation 19-445.2042(B), nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by written Addendum.

2.13 Insert the following at the end of Section 3.3.1:

Reference in the Bidding Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words “or equal” and “or approved equal” shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

2.14 Delete Section 3.3.2 and substitute the following:

3.3.2 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 days prior to the date for receipt of Bids established in the Invitation for Bids. 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. Such requests 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, performance and test data, and other information necessary for an evaluation. 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. 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.

2.15 Delete Section 3.4.3 and substitute the following:

3.4.3 Addenda will be issued no later than 120 hours prior to the time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

2.16 Insert the following Sections 3.4.5 and 3.4.6:

3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written 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) calendar 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 at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

2.17 In Section 4.1.1, delete the word “forms” and substitute the words “SE-330 Bid Form.”

2.18 Delete Section 4.1.2 and substitute the following:

4.1.2 Any blanks on the bid form to be filled in by the Bidder shall be legibly executed in a non-erasable medium. Bids shall be signed in ink or other indelible media.

2.19 Delete Section 4.1.3 and substitute the following:

4.1.3 Sums shall be expressed in figures.
OSE FORM 00201
STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

2.20 *Insert the following at the end of Section 4.1.4:*
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.

2.21 *Delete Section 4.1.5 and substitute the following:*

**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." For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work shall be used for both Alternates and Base Bid Work if Alternates are accepted.

2.22 *Delete Section 4.1.6 and substitute the following:*

**4.1.6** Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to identify only those subcontractors Bidder will use to perform the work of each listed specialty. 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.

2.23 *Delete Section 4.1.7 and substitute the following:*

**4.1.7** Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

2.24 *Delete Section 4.2.1 and substitute the following:*

**4.2.1** If required by the Invitation for Bids, 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. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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.

2.25 *Delete Section 4.2.2 and substitute the following:*

**4.2.2** If a surety bond is required, 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 the 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.

2.26 *Delete Section 4.2.3 and substitute the following:*

**4.2.3** 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.

2.27 *Insert the following Section 4.2.4:*

**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, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.
2.28 **Delete Section 4.3.1 and substitute the following:**

4.3.1 All copies of the Bid, the bid security, if any, 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 for Bids. 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 envelope should be labeled "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 for Bids prior to the time of the Bid Opening.

2.29 **Insert the following Section 4.3.5:**

4.3.5 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.

2.30 **Delete Section 4.4.2 and substitute the following:**

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be withdrawn in person or by written notice to the party receiving Bids at the place designated for receipt of Bids. Withdrawal by written notice shall be in writing over the signature of the Bidder.

2.31 **In Section 5.1, delete everything following the caption “OPENING OF BIDS” and substitute the following:**

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

5.1.2 At bid opening, Owner will announce the date and location of the posting of the Notice of Intended Award.

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

5.1.4 If Owner determines to award the Project, Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.

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

2.32 **In Section 5.2, insert the section number “5.2.1” before the words of the “The Owner” at the beginning of the sentence.**

2.33 **Insert the following Sections 5.2.2 and 5.2.3:**

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

- Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- Failure to deliver the Bid on time;
- Failure to comply with Bid Security requirements, except as expressly allowed by law;
- Listing an invalid electronic Bid Bond authorization number on the bid form;
- Failure to Bid an Alternate, except as expressly allowed by law;
- Failure to list qualified Subcontractors as required by law;
- Showing any material modification(s) or exception(s) qualifying the Bid;
- Faxing a Bid directly to the Owner or their representative; or
- 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.
2.34 Delete Section 6.1 and substitute the following:

**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-responsible.

2.35 Delete the language of Section 6.2 and insert the word “Reserved.”

2.36 Delete the language of Sections 6.3.2, 6.3.3, and 6.3.4 and insert the word “Reserved” after each Section Number.

2.37 Insert the following Section 6.4

**6.4 CLARIFICATION**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix E (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080]

2.38 Delete Section 7.1.2 and substitute the following:

**7.1.2 The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.**

2.39 Delete the language of Section 7.1.3 and insert the word “Reserved.”

2.40 In Section 7.2, insert the words “CONTRACT, CERTIFICATES OF INSURANCE” into the caption after the word “Delivery.”

2.41 Delete Section 7.2.1 and substitute the following:

**7.2.1 After expiration of the protest period, the Owner will tender a signed Contract for Construction to the Bidder and the Bidder shall return the fully executed Contract for Construction to the Owner within seven days thereafter. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three 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.**

2.42 Delete the language of Section 7.2.2 and insert the word “Reserved.”

2.43 Delete the language of Article 8 and insert the following:

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on South Carolina Modified AIA Document A101, 2007, Standard Form of Agreement Between Owner and Contractor as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor.

2.44 Insert the following Article 9:

**ARTICLE 9 MISCELLANEOUS**

**9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws 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.
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

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 CONTRACTOR LICENSING

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 at the time of bidding.

9.3 SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that 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 Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. 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. 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. In determining whether to release documents, the State will detrimentally rely on Bidders's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, 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".

9.4 POSTING OF INTENT TO AWARD

The SE-370, Notice of Intent to Award, will be posted at the following location:

- Room or Area of Posting: Bullentin Board, PG2FL1
- Building Where Posted: Parking Garage 1
- Address of Building: 97 Jonathan Lucas St, Charleston, SC 29425
- WEB site address (if applicable): http://academicdepartments.musc.edu/vpfa/eandf/construction_projects/

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.

9.5 PROTEST OF SOLICITATION OR AWARD

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided.
Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing:

A. by email to protest-ose@mmo.sc.gov,
B. by facsimile at 803-737-0639, or
C. 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.

9.6 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.

9.7 BUILDER’S RISK INSURANCE
Bidders are directed to Article 11.3 of the South Carolina Modified AIA Document A201, 2007 Edition, which, unless provided otherwise in the bid documents, requires the contractor to provide builder’s risk insurance on the project.

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS
Pursuant to Section 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. 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. 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: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

9.9 OTHER SPECIAL CONDITIONS OF THE WORK

END OF DOCUMENT
Replacement Page for AIA Document A310

Bid Bond

1997 Edition
Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: ____________________________
(Bidder's Name)

BID SUBMITTED TO: Medical University of South Carolina
(Owner's Name)

FOR: PROJECT NAME: Elevator Control Replacement

PROJECT NUMBER: H51-N333-JM

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 Owner 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 Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

- Bid Bond with Power of Attorney
- Electronic Bid Bond
- Cashier's Check

(Bidder check one)

§ 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 Owner.

§ 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): Construction services and supplies or equipment to moderize three elevators; two in Basic Science Building and one in the Jonathan Lucas Parking Garage.

$, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)
§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): Reference Technical Specification paragraph B.a.i.: In lieu of replacing basement mounted, geared machine in kind for elevators (29 & 30), remove existing machine and provide & install gearless basement mounted machines.

☐ ADD TO or ☐ DEDUCT FROM BASE BID: $

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): Reference Technical Specification paragraph B.a.i.: In lieu of replacing basement mounted, geared machines in kind for elevators (29 & 30), remove the existing machines and provide and install machine-room-less (MRL) machines for elevators 29, 30 along with all required facility modifications subject to the provision of item B.a.ii.

☐ ADD TO or ☐ DEDUCT FROM BASE BID: $

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): Substitute the following for Technical Specification paragraphs A.a and A.b.: "Work at Basic Science Building (29,30) may begin any day, is subject to Specification section A.c., and shall only occur between 5:00 PM to 5:00 AM, unless approved by MUSC."

☐ ADD TO or ☐ DEDUCT FROM BASE BID: $

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

BIDDER offers for the Agency’s consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

<table>
<thead>
<tr>
<th>No.</th>
<th>ITEM</th>
<th>UNIT OF MEASURE</th>
<th>ADD</th>
<th>DEDUCT</th>
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**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:

<table>
<thead>
<tr>
<th>SUBCONTRACTOR CLASSIFICATION</th>
<th>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME</th>
<th>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</th>
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**BASE BID**

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<th>SUBCONTRACTOR CLASSIFICATION</th>
<th>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME</th>
<th>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</th>
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**ALTERNATE #1**

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**ALTERNATE #2**

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<th>SUBCONTRACTOR CLASSIFICATION</th>
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**ALTERNATE #3**

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<th>SUBCONTRACTOR CLASSIFICATION</th>
<th>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME</th>
<th>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</th>
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<td></td>
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<td>Requested, but not Required</td>
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</table>

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.
LUMP SUM BID FORM

INSTRUCTIONS FOR
SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Owner developed list of contractor/subcontractor specialties by contractor license category and/or subcategory for which bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty.
   a. Column A: The Owner fills out this column, which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license categories or subcategories listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
   b. Columns B and C: In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Owner in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without more may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.

2. Subcontractor Defined: For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s).

3. Subcontractor Qualifications: Bidder must only list subcontractors who possess a South Carolina Contractor’s license with the license classification and/or subclassification identified by the Owner in the first column on the left. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.

4. Use of Own forces: If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a listed specialty and Bidder does not intend to subcontract such work but to use Bidder’s own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.

5. Use of Multiple Subcontractors:
   a. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word “and”. If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word “and”. Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
   b. Optional Listing Prohibited: Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word “and” between the names of each entity listed for that specialty. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word “or”, a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.

6. If Bidder is awarded the contract, bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.

7. If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.

8. Bidder’s failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.
§ 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 Owner upon the Owner’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 Ann § 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 Owner. Bidder agrees to substantially complete the Work within 400 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 Owner shall retain as Liquidated Damages the amount of $250.00 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, included 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 Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: ________________________________

ADDRESS: ______________________________________

____________________________________

TELEPHONE: ______________________________________

EMAIL: ______________________________________

SIGNATURE: ________________________________ DATE: __________

PRINT NAME: ________________________________

TITLE: ________________________________
OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGENCY: Medical University of South Carolina
PROJECT NAME: Elevator Control Replacement
PROJECT NUMBER: H51-N333-JM

1. STANDARD MODIFICATIONS TO AIA A101-2007
1.1 These Standard Modifications amend or supplement the Standard Form of Agreement Between Owner and Contractor (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.
1.2 All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

2. MODIFICATIONS TO A101
2.1 Insert the following at the end of Article 1:

2.2 Delete Section 3.1 and substitute the following:
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 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.

2.3 Delete Section 3.2 and substitute the following:
3.2 The Contract Time as provided in Section 9(a) of the Bid Form for this Project shall be measured from the Date of Commencement. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor Liquidated Damages in the amounts set forth in Section 9(b) of the Bid Form, subject to adjustments of this Contract Time as provided in the Contract Documents.

2.4 In Section 5.1.1, insert the words “and Owner” after the phrase “Payment submitted to the Architect.”

2.5 Delete Section 5.1.3 and substitute the following:
5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.

2.6 In Section 5.1.6, insert the following after the phrase “Subject to other provisions of the Contract Documents”: and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents).
In the spaces provided in Sub-Sections 1 and 2 for inserting the retainage amount, insert “three and one-half percent (3.5%).”

2.7 In Section 5.1.8, delete the word “follows” and the colon and substitute the following: set forth in S.C. Code Ann. § 11-35-3030(4).

2.8 In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”

2.9 In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.

2.10 Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section.

2.11 Delete the language of Section 8.2 and substitute the word “Reserved.”
OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.12 In Section 8.3, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:

8.3.1 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: Philip Mauney
Title: Director of Design & Construction
Address: 97 Jonathan Lucas St, Charleston, SC 29425
Telephone: 843-792-2490
FAX: 843-792-0251
Email: mauney@musc.edu

8.3.2 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: Jimmy Stewart
Title: Project Manager
Address: 97 Jonathan Lucas St
Telephone: 843-792-3753
FAX: 843-792-0251
Email: stewarjh@musc.edu

2.13 In Section 8.4, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:

8.4.1 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: 
FAX: 
Email: 

8.4.2 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: 
FAX: 
Email: 

2.14 Add the following Section 8.6.1:

8.6.1 The Architect’s representative:

Name: Same as Owner's Representative
Title: 
Address: 
Telephone: 
FAX: 
Email: 

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STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

2.15 In Section 9.1.7, Sub-Section 2, list the following documents in the space provided for listing documents:

   SE-310, Invitation for Construction Services
   Instructions to Bidders (AIA Document A701-1997)
   OSE Form 00201, Standard Supplemental Instructions to Bidders
   Contractor’s Bid (Completed Bid Form)
   SE-370, Notice of Intent to Award

2.16 In Article 10, delete everything after the first sentence.

END OF DOCUMENT
Replacement Page for AIA Document A201

General Conditions of the Contract for Construction

2007 Edition
AGENCY: Medical University of South Carolina

PROJECT NAME: Elevator Control Replacement

PROJECT NUMBER: H51-N333-JM

1. GENERAL CONDITIONS
   The General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents collectively as the "General Conditions."

2. STANDARD SUPPLEMENTARY CONDITIONS

2.1 The following supplements modify, delete and/or add to the General Conditions. Where any portion of the General Conditions is modified or any paragraph, Section or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.

2.2 Unless otherwise stated, the terms used in these Standard Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

3. MODIFICATIONS TO A201-2007

3.1 Insert the following at the end of Section 1.1.1:

3.2 Delete the language of Section 1.1.8 and substitute the word “Reserved.”

3.3 Add the following Section 1.1.9:

   1.1.9 NOTICE TO PROCEED
   Notice to Proceed is a document issued by the Owner to the Contractor, with a copy to the Architect, 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.

3.4 Insert the following at the end of Section 1.2.1:
   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.

3.5 Delete Section 1.5.1 and substitute the following:

   1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as a violation of the Architect’s or Architect’s consultants’ reserved rights.

3.6 Delete Section 2.1.1 and substitute the following:

   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 7.1.2. 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. [Reference § 8.2 of the Agreement.]

3.7 Delete Section 2.1.2 and substitute the following:

   2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended.
3.8 Delete Section 2.2.3 and substitute the following:

2.2.3 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.

3.9 Replace the period at the end of the last sentence of Section 2.2.4 with a semicolon and insert the following after the inserted semicolon:

“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 provide in the Contract Documents.”

3.10 Delete Section 2.2.5 and substitute the following:

2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor with two hard copies and one electronic copy (.pdf format) of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2.

3.11 Add the following Sections 2.2.6 and 2.2.7:

2.2.6 The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.

2.2.7 The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.

3.12 Delete Section 2.4 and substitute the following:

2.4 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 written 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 deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor 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 payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

3.13 Insert the following at the end of Section 3.2.1:

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 (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. 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. Any failure of the Contractor to take the actions described and acknowledged in this paragraph 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.

3.14 In the third sentence of Section 3.2.4, insert the word “latent” before the word “errors.”

3.15 In the last sentence of Section 3.3.1, insert the words “by the Owner in writing” after the word “instructed.”

3.16 Delete the third sentence of Section 3.5 and substitute the following sentences:

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.
3.17 *Insert the following at the end of Section 3.6:*

The Contractor shall comply with the requirements of Title 12, Chapter 8 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

3.18 *In Section 3.7.1, delete the words “the building permit as well as for other” and insert the following sentence at the end of this section:*

Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.

3.19 *Delete the last sentence of Section 3.7.5 and substitute the following:*

Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.

3.20 *Delete the last sentence of Section 3.8.2.3 and substitute the following:*

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.

3.21 *In Section 3.9.1, insert a comma after the word “superintendent” in the first sentence and insert the following after the inserted comma:*

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

3.23 *After the first sentence in Section 3.9.3, insert the following sentence:*

The Contractor shall notify the Owner, in writing, of any proposed change in the superintendent, including the reason therefore, prior to making such change.

3.24 *Delete Section 3.10.3 and substitute the following:*

3.10.3 Additional requirements, if any, for the 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 dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit “A.” If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor 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 approved 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 accepted construction schedule to reflect such conditions. 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. 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.

3.25 *Add the following Section 3.10.4:*

3.10.4 Owner’s review and acceptance of Contractor’s schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner’s approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner's approval of a schedule shall not change the Contract Time.
3.26 Add the following Section 3.12.5.1:

3.12.5.1 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. The fire sprinkler shop drawings shall be reviewed and approved by the Architect’s engineer of record who, upon approving the sprinkler shop drawings will submit them to the State Fire Marshal or other authorities having jurisdiction for review and approval. The Architect’s engineer of record will submit a copy of the State Fire Marshal’s approval letter to the Contractor, Architect, and OSE. Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to the State Fire Marshal or other authorities having jurisdiction for approval.

3.27 In the fourth sentence of Section 3.12.10, after the comma following the words “licensed design professional,” insert the following:

who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and

3.28 In Section 3.13, insert the section number “3.13.1” before the before the opening words “The Contractors shall.”

3.29 Add the following Sections 3.13.2 and 3.13.3:

3.13.2 Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

3.13.3 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.

3.30 In the first sentence of Section 3.18.1, after the parenthetical “...other than the Work itself,...” and before the word “...but...”, insert the following:

including loss of use resulting therefrom,

3.31 Delete Section 4.1.1 and substitute the following:

4.1.1 The Architect is that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

3.32 Insert the following at the end of Section 4.2.1:

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 fourteen days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

3.33 Delete the first sentence of Section 4.2.2 and substitute the following:

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 various components of the Contractor’s Work, and to determine 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.

3.34 Delete the first sentence of Section 4.2.3 and substitute the following:

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 report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.35 In Section 4.2.5, after the words “evaluations of the” and before the word “Contractor’s,” insert the following:

Work completed and correlated with the

3.36 Delete the first sentence of Section 4.2.11 and substitute the following:

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 non-requesting party with a copy of the request.
3.37 Insert the following at the end of Section 4.2.12:
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.

3.38 Delete Section 4.2.14 and substitute the following:
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.

3.39 Delete Section 5.2.1 and substitute the following:

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

3.40 Delete Section 5.2.2 and substitute the following:

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 services.

3.41 In the first sentence of Section 5.2.3, delete the words “…or Architect…” in the two places they appear.

3.42 Delete the words “…or Architect…” in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:
The Contractor’s request for substitution must be made to the Owner in writing accompanied by supporting information.

3.43 Add the following Section 5.2.5:

5.2.5 A Subcontractor identified in the Contractor’s Bid in response to the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner’s approval as set forth in Section 5.2.3.

3.44 Add the following Section 5.2.6:

5.2.6 The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm(. Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

3.45 In Section 5.3, delete everything following the heading “SUBCONTRACTUAL RELATIONS” and insert the following Sections 5.3.1, 5.3.2, 5.3.3, and 5.3.4:

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, which the Contractor, by these 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, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, 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 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, 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 Subparagraph 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.

3.46 Delete the last sentence of Section 5.4.1.

3.47 Add the following Sections 5.4.4, 5.4.5 and 5.4.6:

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.

3.48 Delete the language of Section 6.1.4 and substitute the word “Reserved.”

3.49 Insert the following at the end of Section 7.1.2:

If the amount of a Modification exceeds the limits of the Owner’s Construction Change Order Certification (reference Section 9.1.7.2 of the Agreement), then the Owner’s agreement is not effective, and Work may not proceed, until approved in writing by the Office of State Engineer.

3.50 Delete Section 7.2.1 and substitute the following:

7.2.1 A Change Order is a written instrument prepared by the Architect (using State Form SE-380 “Construction Change Order”) 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.

3.51 Add the following Sections 7.2.2, 7.2.3, 7.2.4, and 7.2.5:

7.2.2 If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.

7.2.3 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 7.2.2. The Owner’s request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.
7.2.4 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 7.2.3. If the Contractor requests a change to the Work that involves a revision 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.

7.2.5 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.

3.52 Delete 7.3.3 and substitute the following:

7.3.3 PRICE ADJUSTMENTS

7.3.3.1 If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:

1. Mutual acceptance of a lump sum;
2. Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
3. Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
4. As provided in Section 7.3.7.

7.3.3.2 Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

3.53 Delete Section 7.3.7 and substitute the following:

7.3.7 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 7.5. In such case, and also under Section 7.3.3.1.3, 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 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
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 related to the Work.

3.54 Delete Section 7.3.8 and substitute the following:

7.3.8 Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

3.55 Add the following Sections 7.5 and 7.6:

7.5 AGREED OVERHEAD AND PROFIT RATES

7.5.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below 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. The allowable percentages for overhead and profit are as follows:
.1 To the Contractor for work performed by the Contractor’s own forces, 17% of the Contractor’s actual costs.

.2 To each Subcontractor for work performed by the Subcontractor’s own forces, 17% of the subcontractor’s actual costs.

.3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor’s actual costs (not including the subcontractor’s overhead and profit).

7.6 PRICING DATA AND AUDIT

7.6.1 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. 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.

7.6.2 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.

7.6.3 Records Retention.

As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. 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.

3.56 Delete Section 8.2.2 and substitute the following:

8.2.2 The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of surety bonds and insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such surety bonds or insurance.

3.57 Delete Section 8.3.1 and substitute the following:

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and 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, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

3.58 Insert the following at the end of Section 9.1:

All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.

3.59 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

9.2.1 The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown 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;
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.

9.2.2 Any schedule of values or trade breakdown that fails to include 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.

3.60 Delete Section 9.3.1 and substitute the following:
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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

3.61 In Section 9.3.2, add the following words to the end of the second sentence:
provided such materials or equipment will be subsequently incorporated in the Work

Insert the following at the end of Section 9.3.2:
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.

3.62 In Section 9.4.2, in the first sentence, after the words “Work has progressed to the point indicated,” insert the following:
in both the Application for Payment and, if required to be submitted by the Contractor, the accompanying current construction schedule

In the last sentence, delete the third item starting with “(3) reviewed copies” and ending with “Contractor’s right to payment,”

3.63 In Section 9.5.1, in the first sentence, delete the word “may” after the opening words “The Architect” and substitute the word “shall.”

In Section 9.5.1, insert the following sentence after the first sentence:
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.

3.64 In Section 9.6.2, delete the word “The…” at the beginning of the first sentence and substitute the following:
Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, the

3.65 Delete Section 9.7 and substitute following:

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 a final dispute resolution order, then the Contractor may, upon seven additional days’ written 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, in accordance with the provisions of Section 7.3.3, by the amount of the Contractor’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

3.66 Insert the following words at the end of the sentence in Section 9.8.1:
and when all required occupancy permits, if any, have been issued and copies have been delivered to the Owner.
In Section 9.8.2, insert the word “written” after the word “comprehensive” and before the word “list.”

Delete Section 9.8.3 and substitute the following:

9.8.3.1 Upon receipt of the Contractor’s list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, 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. 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. 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.

9.8.3.2 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.

In the second sentence of Section 9.8.5, delete the words “and consent of surety, if any.”

Delete Section 9.9.1 and substitute the following:

9.9.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion no later than thirty days after Substantial Completion. Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, 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 terms and conditions of 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. 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. 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.

Delete the first sentence of Section 9.10.2 and substitute the following:

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 and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, and (10) one copy of the Documents required by Section 3.11.
3.73 Delete the first sentence of Section 9.10.3 and substitute the following:
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 and accepted.

3.74 Delete Section 9.10.5 and substitute the following:
9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

3.75 Add the following Section 9.10.6:
9.10.6 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. Representatives of the State Fire Marshal’s Office and other authorities having jurisdiction may be present at the Final Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

3.76 Delete Section 10.3.1 and substitute the following:
10.3.1 If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not required by 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 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 report the condition to the Owner and Architect in writing. 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.

3.77 Insert the following at the end of Section 10.3.2:
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 right of either party to disagree and assert a Claim in accordance with Article 15. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

3.78 Delete Section 10.3.3 and substitute the following:
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.

3.79 In Section 10.3.5, delete the word “The” at the beginning of the sentence and substitute the following:
In addition to its obligations under Section 3.18, the

3.80 Delete the language of Section 10.3.6 and substitute the word “Reserved.”

3.81 Insert the following at the end of Section 10.4:
The Contractor shall immediately give the Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen 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.

3.82 Delete 11.1.2 and substitute the following:
11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
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### STANDARD SUPPLEMENTARY CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
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<tr>
<td>(1)</td>
<td>COMMERCIAL GENERAL LIABILITY:</td>
</tr>
<tr>
<td>(a)</td>
<td>General Aggregate (per project) $1,000,000</td>
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<tr>
<td>(b)</td>
<td>Products/Completed Operations $1,000,000</td>
</tr>
<tr>
<td>(c)</td>
<td>Personal and Advertising Injury $1,000,000</td>
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<td>(d)</td>
<td>Each Occurrence $1,000,000</td>
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<td>(e)</td>
<td>Fire Damage (Any one fire) $50,000</td>
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<td>(f)</td>
<td>Medical Expense (Any one person) $5,000</td>
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<td>(2)</td>
<td>BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):</td>
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<tr>
<td>(a)</td>
<td>Combined Single Limit $1,000,000</td>
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<td>(3)</td>
<td>WORKER'S COMPENSATION:</td>
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<td>(a)</td>
<td>State Statutory</td>
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<td>(b)</td>
<td>Employers Liability $100,000 per Acc.</td>
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<td>$500,000 Disease, Policy Limit</td>
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<td>$100,000 Disease, Each Employee</td>
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In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 11.1.2. The umbrella policy limits shall not be less than $3,000,000.

3.83 **Delete Section 11.1.3 and substitute the following:**

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

(i) names the Owner as an additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations;

(ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insureds have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and

(iii) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of the Owner as secondary and noncontributory.

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner a Consultants as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Owner as an additional insured for claims made under the Contractor’s completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. 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.

3.84 **Delete Section 11.1.4 and substitute the following:**

11.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section 11.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

3.85 **In Section 11.3.1, delete the first sentence and substitute the following:**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

3.86 **Delete the language of Section 11.3.1.2 and substitute the word “Reserved.”**

3.87 **Delete the language of Section 11.3.1.3 and substitute the word “Reserved.”**
3.88 **Delete Section 11.3.2 and substitute the following:**

**11.3.2 BOILER AND MACHINERY INSURANCE**

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, 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 both be named insureds.

3.89 **Delete Section 11.3.3 and substitute the following:**

**11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. To the extent any losses are covered and paid for by such insurance, the Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

3.90 **Delete Section 11.3.4 and substitute the following:**

**11.3.4** 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.

3.91 **Delete the language of Section 11.3.5 and substitute the word “Reserved.”**

3.92 **Delete Section 11.3.6 and substitute the following:**

**11.3.6** 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 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Owner.

3.93 **Delete the first sentence of Section 11.3.7 and substitute the following:**

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, and (2) the Architect, Architect’s consultants, separate contractors described in Article 6, 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 the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary.

3.94 **Delete the first sentence of Section 11.3.8 and substitute the following:**

A loss insured under the Contractor’s property insurance shall be adjusted by the Contractor 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 11.3.10.

3.95 **Delete Section 11.3.9 and substitute the following:**

**11.3.9** 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.

3.96 **Delete Section 11.3.10 and substitute the following:**

**11.3.10** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner provided in the contract between the parties in dispute as the method of binding dispute resolution. The Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with a final order or determination issued by the appropriate authority having jurisdiction over the dispute.
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3.97 Delete Section 11.4.1 and substitute the following:

11.4.1 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.

3.98 Delete Section 11.4.2 and substitute the following:

11.4.2 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.

3.99 Add the following Sections 11.4.3 and 11.4.4:

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

11.4.4 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.

3.100 Delete Section 12.1.1 and substitute the following:

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 and be replaced at the Contractor’s expense without change in the Contract Time.

3.101 In Section 12.2.2.1, delete the words “and to make a claim for breach of warranty” at the end of the third sentence.

3.102 In Section 12.2.2.3, add the following to the end of the sentence:

unless otherwise provided in the Contract Documents.

3.103 Insert the following at the end of Section 12.2.4:

If, prior to the date of Substantial Completion, 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.

3.104 Delete Section 13.1 and substitute the following:

13.1 GOVERNING LAW
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.

3.105 Delete Section 13.2, including its Sub-Sections 13.2.1 and 13.2.2, and substitute the following:

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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
3.106 Delete Section 13.3 and substitute the following:

**13.3 WRITTEN NOTICE**

Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed given:

.1 upon actual delivery, if delivery is by hand;

.2 upon receipt by the transmitting party of confirmation or reply, if delivery is by electronic mail, facsimile, telex or telegram;

.3 upon receipt, if delivery is by the United States mail.

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 this paragraph.

3.107 In Section 13.4.1, insert the following at the beginning of the sentence:

Unless expressly provided otherwise,

3.108 Add the following Section 13.4.3:

**13.4.3 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

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.6.5 Service of Process

3.109 Delete Section 13.6 and substitute the following:

**13.6 INTEREST**

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the 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.

3.110 Delete the language of Section 13.7 and substitute the word “Reserved.”

3.111 Add the following Sections 13.8 through 13.17:

**13.8 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.

**13.9 INTERPRETATION OF BUILDING CODES**

As required by Title 10, Chapter 1, Section 180 of the South Caroline Code of Laws, as amended, 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.
13.10 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.

13.11 SEVERABILITY
If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, 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.

13.12 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 subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

13.13 SETOFF
The Owner shall have all of its common law, equitable, and statutory rights of set-off.

13.14 DRUG-FREE WORKPLACE
The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

13.15 FALSE CLAIMS
According to the S.C. Code of Laws § 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.

13.16 NON-INDEMNIFICATION:
Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 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)

13.17 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 SC Code Section 11-35-5300. [07-7A053-1]

3.112 Delete Section 14.1.1 and substitute the following:

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 substantially all Work to be stopped.
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

3.113 Insert the following at the end of Section 14.1.3:

Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

3.114 In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”

3.115 Delete Section 14.2.1 and substitute the following:

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 for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

3.116 In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.

3.117 In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”

3.118 Add the following Section 14.2.5:

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, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under Section 14.4.

3.119 Delete the second sentence of Section 14.3.2 and substitute the following:

Any adjustment to the Contract Sum made pursuant to this section shall be made in accordance with the requirements of Article 7.3.3.

3.120 Delete Section 14.4.1 and substitute the following:

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 written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

3.121 Delete Section 14.4.2 and substitute the following:

14.4.2 Upon receipt of written 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.

3.122 Delete Section 14.4.3 and substitute the following:

14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in accordance with the requirements of Article 7.3.3.
3.123 **Add the following Sections 14.4.4, 14.4.5, and 14.5:**

**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.

**14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE**

Pursuant to Title 11, Chapter 35 and Regulation 19-445.2085 of the South Carolina Code of Laws and Regulations, as amended, this contract may be canceled after award but prior to performance.

3.124 **Insert the following sentence after the second sentence of Section 15.1.1:**

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.

3.125 **Delete Section 15.1.2 and substitute the following:**

**15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written 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 arising prior to the date final payment is due must 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 15.1.5.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its claim.

3.126 **Delete Section 15.1.3 and substitute the following:**

**15.1.3 CONTINUING CONTRACT PERFORMANCE**

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. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

3.127 **Insert the following at the end of Section 15.1.5.1:**

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.

3.128 **Insert the following Sub-Sections at the end of Section 15.1.5.2:**

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.
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.
3.129 Delete Section 15.1.6 and substitute the following:

15.1.6 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.

15.1.6.1 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 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

15.1.6.2 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 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive 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.

15.1.6.3 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).

3.130 Add the following Section 15.1.7:

15.1.7 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 waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

3.131 Delete the language of Sections 15.2, 15.3, and 15.4, including all Sub-Sections, and substitute the word “Reserved” for the deleted language of each Section and Sub-Section.

3.132 Add the following Sections 15.5 and 15.6 with their sub-sections:

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 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, 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, 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.

3.133 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

16.1. Inspection Requirements: (Indicate the inspection services required by the Contract)

☐ Special Inspections are required and are not part of the Contract Sum. (see section 01400)
☒ Building Inspections are required and are not part of the Contract Sum. (see section 01400)

The inspections required for this Work are:

(Indicate which services are required and the provider)

☐ Civil:

☐ Structural:

☐ Mechanical:

☐ Plumbing:

☐ Electrical:

☐ Gas:

☒ Other (list): Elevator, see specifications

Remarks:

16.1.1 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. 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.

16.2 List Cash Allowances, if any. (Refer to attachments as needed If none, enter NONE)

None

16.3. Requirements for Record Drawings, if any. (Refer to attachments as needed. If none, enter NONE)

None

16.4. Requirements for Shop Drawings and other submittals, if any, including number, procedure for submission, list of materials to be submitted, etc. (Refer to attachments as needed. If none, enter NONE)

Elevator and all associated support information

16.5. Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. (Refer to attachments as needed. If none, enter NONE)

None

16.6. Requirements for Project Cleanup in addition to the Contract, if any. (Refer to attachments as needed. If none, enter NONE)

Daily

16.7. List all attachments that modify these General Conditions. (If none, enter NONE)

None
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: 
Address: 

hereinafter referred to as “Agency”, or its successors or assigns, the sum of $________ (Insert full name or legal title and address of Contractor)

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

State Project Name: Elevator Control Replacements
State Project Number: H51-N333-JM
Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: 
in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)
Name: Medical University of South Carolina
Address: 97 Jonathan Lucas St
   Charleston, SC 29425
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 ________, 20____ BOND NUMBER ______________________

CONTRACTOR

By: __________________________ (Seal)
Print Name: ______________________
Print Title: ______________________
Witness: ________________________

SURETY

By: __________________________ (Seal)
Print Name: ______________________
Print Title: ______________________
Witness: ________________________

(Additional Signatures, if any, appear on attached page)
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 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: ____________________________________________________________
Address: _________________________________________________________

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: Elevator Control Replacements
State Project Number: H51-N333-JM
Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: _____________________________________________
in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)
Name: Medical University of South Carolina
Address: 97 Jonathan Lucas St
Charleston, SC 29425

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 __________ BOND NUMBER __________________________
(shall be no earlier than Date of Contract)

CONTRACTOR

By: ________________________________________________ (Seal)
Print Name: __________________________________________
Print Title: __________________________________________
Witness: ____________________________________________

SURETY

By: ________________________________________________ (Seal)
Print Name: __________________________________________
Print Title: __________________________________________
Witness: ____________________________________________

(Attach Power of Attorney)

(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.
CHANGE ORDER NO.:_____

CHANGE ORDER TO CONSTRUCTION CONTRACT

AGENCY: Medical University of South Carolina
PROJECT NAME: Elevator Control Replacements
PROJECT NUMBER: H51-N333-JM

CONTRACTOR: ____________________________ CONTRACT DATE: ______

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

ADJUSTMENTS IN THE CONTRACT SUM:
1. Original Contract Sum: $_____
2. Change in Contract Sum by previously approved Change Orders: $_____
3. Contract Sum prior to this Change Order: $0.00
4. Amount of this Change Order: $_____
5. New Contract Sum, including this Change Order: $0.00

ADJUSTMENTS IN THE CONTRACT TIME:
1. Original Substantial Completion Date: ______
2. Sum of previously approved increases and decreases in Days: ______ Days
3. Change in Days for this Change Order: ______ Days
4. New Substantial Completion Date: ______

CONTRACTOR ACCEPTANCE:
BY: __________________________________ Date:__________
    (Signature of Representative)
Print Name: ____________________________

A/E RECOMMENDATION FOR ACCEPTANCE:
BY: __________________________________ Date:__________
    (Signature of Representative)
Print Name: ____________________________

AGENCY ACCEPTANCE AND CERTIFICATION:
BY: __________________________________ Date:__________
    (Signature of Representative)
Print Name: ____________________________

☐ Change is within Agency Construction Contract Change Order Certification of: $_____
☐ Change is not within Agency Construction Contract Change Order Certification of: $_____

Office of the State Engineer Authorization for change exceeding Agency Construction Contract Change Order Certification:
AUTHORIZED BY: ____________________________ DATE:__________
    (OSE Project Manager)
Technical Specification

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SUMMARY OF WORK

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

The Medical University of South Carolina has three elevators; two in Basic Science Building and one in the Jonathan Lucas Parking Garage; that require modernization and is seeking bids from qualified vendors to potentially award a contract to complete same. The intent is to award to one offeror for the entire scope of work.

Vendors should refer to Section V, Qualifications, for details on the specific criteria to be considered qualified to perform work under this Contract. Also note there is a Payment and Performance Bond requirement as part of the qualifications process. Request for payment, along with an updated completion schedule and schedule of values may be submitted on the last business day for each month.
RESPONSIBILITY

A. Eligibility
   a. To be eligible for award, you must be deemed responsible such that you have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider:
      i. key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or
      ii. any subcontractor you identify.
   b. The apparent low bid will be required to provide the documents identified below within 48 hours of notice received from MUSC. Unreasonable failure to supply requested information is grounds for rejection.
   c. Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide.
   d. All statements shall be signed by an authorized agent, representative or employee of the Contractor, with title of position and label. Provide a notarized affidavit that states you represent the information provided is complete and accurate.

B. Local
   a. Provide a cost breakdown by building. The format should be as follows:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Base Bid</th>
<th>Alternate 1</th>
<th>Alternate 2</th>
<th>Alternate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Science Building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jonathan Lucas St. Garage (PG1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   b. A statement that the firm is regularly engaged in the business of installing and/or servicing equipment of the same type and character required in this Contract within the Charleston, Berkeley, or Dorchester counties of South Carolina and the duration of the company’s local presence.
   c. A list of names of personnel that will or may be assigned to this Contract that are directly employed by the contractor whose responsibilities include management, coordinating, installing and servicing elevator equipment. Describe the length of time each has been employed by the contractor, the amount of years’ experience each has in similar projects, and their duty location at the time the advertisement was posted on the South Carolina Business Opportunities (SCBO).
   d. An outline of office and warehousing facilities within the local area (Charleston, Berkley, or Dorchester counties of South Carolina) and a complete list of equipment and parts available in these facilities to properly install and/or maintain the equipment for this project.
   e. A statement agreeing to allow the inspection of these facilities by State personnel and/or their designated Elevator Consultant.
f. A complete list of projects which have been completed in the local area (Charleston, Berkley, or Dorchester counties of South Carolina). List shall include company name, addresses, contact person and telephone number. The contact person must be someone who worked directly with the contractor and the contract.

g. Qualifications of the job superintendent and lead mechanic including all relevant certifications with dates of expirations if applicable.

h. A detailed line item listing for each elevator separately showing the cost for parts and labor for each element of the repair. It is understood that the rates provided will be used to determine costs for work that could be removed from the requirements.

C. Company Profile

a. The general history and experience of the business in providing work of similar size and scope.

b. Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]

c. A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.

d. A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.

e. A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.

f. List of failed projects, suspensions, debarments, and significant litigation.
SCOPE OF WORK

A. General

Contractor shall install all items acquired pursuant to this contract as follows:

a. Before starting elevator modernization, inspect, hoist way openings, pits and machine room, as constructed, verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be installed. Provide a report of findings to MUSC and do not proceed with elevator modernization until unsatisfactory condition(s) have been corrected in a manner acceptable to MUSC. Modernization constitutes acceptance of existing conditions and responsibility for satisfactory performance.

b. Install elevator systems components and coordinate repairs of hoist way wall construction.

c. Comply with the current edition of the National Electrical Code for electrical work required during installation.

d. Perform work with competent, skilled workmen under the direct control and supervision of the elevator manufacturer's experienced foreman.

e. Supply in ample time for installation by other trades, inserts, anchors, bearing plates, brackets, supports, and bracing including all setting templates and diagrams for placement.

f. Welded construction: Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn Parts. Comply with AWS B2.1 Standard Welding Procedure and Performance Qualification.

g. Coordination: Coordinate elevator work with the work of other trades, for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by the Contractor, to ensure dimensional coordination of the work.

h. Install machinery, guides, controls, car and all equipment and accessories to provide a quiet, smoothly operating installation, free from side sway, oscillation or vibration.

i. Sound isolation: Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent the transmission of vibrations to the structure, and eliminate sources of structure-borne noise from the elevator system.

j. Lubricate operating parts of system, including ropes, as recommended by the manufacturer.

k. Elevator contractor shall be required to install all data plates as required by ASME A17.1 on complete elevator system including alteration and original equipment. All data plates shall be manufactured and printed with proper data for each elevator by CodeDataPlate.com.

B. Location

The Medical University of South Carolina (MUSC) is seeking bids for the renovation/modernization of elevators for the following locations:

<table>
<thead>
<tr>
<th>Building</th>
<th>Elevator #: State ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Science Building; BLDG 500</td>
<td>29: 10-00102</td>
</tr>
<tr>
<td></td>
<td>30: 10-00103</td>
</tr>
<tr>
<td>Jonathan Lucas St. Garage (PG1); BLDG 162</td>
<td>38: 10-00111</td>
</tr>
</tbody>
</table>
C. Owner’s representatives:
   Jimmy Stewart, Project Manager
   97 Jonathan Lucas St.
   Charleston, SC  29425
   Phone:  843-792-3753

   Dwayne McMillian, Inspector
   Phone 843-792-6950

The elevators shall be updated per the following specifications included but not limited to
machines, motors, control systems, cab interiors, signal fixtures, door locks, door operators,
safety devices and wiring.

D. Intent
a. The Contractor will furnish all necessary labor, tools, transportation, services, supervision,
   materials, and equipment required to complete the Modernization and Maintenance as outlined
   in this specification, including any alternates, and the Maintenance of the passenger elevators
   listed above.

b. It is intended that the contract includes all labor and material to accomplish a complete
   installation in every respect. Bidders are cautioned to familiarize themselves with existing
   conditions on the premises and to include all incidental work that might occur during the job.

c. Any discrepancies or ambiguities found in the specifications shall be identified prior to bid for
   resolution, otherwise the Specifications shall be deemed acceptable in their existing form.

d. It is not the intent of these specifications to detail the construction and design all of the parts
   of the equipment, but it is expected that the type, materials, design, quality of work and
   construction of each and every part shall be fully adequate for the service required, durable,
   properly coordinated with all other parts, in accordance with the best commercial standards
   applicable and of the highest commercial efficiency possible.

e. With the exception of only those items specifically identified as being performed by others, the
   Specifications are intended to include all permits, engineering, material, labor, testing and
   inspections needed to achieve work specified. In addition, during the term of the Contract, the
   Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses
   (including professional licenses, if any), permits, inspections and related fees for each or any
   such licenses, permits and /or inspections required by the State, county, city or other
   government entity or unit to accomplish the Work specified in this solicitation and the
   Contract.

f. All materials are to be new and of the best quality of the kind specified. Installation of such
   materials shall be accomplished in a neat manner and be of the highest quality. In case the
   Contractor should receive written notification from MUSC stating the presence of inferior,
   improper or unsound materials or quality of installation, the Contractor shall, within twenty-four
   (24) hours proceed to remove such work or materials and make good all other work or materials
   damaged thereby. If MUSC permits said work or materials to remain, MUSC shall be allowed
   the difference in value or shall, at its election, have the right to have said work or materials
   repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at
   any time within one (1) year after the completion of the work: and neither payments made to the
   Contractor, nor any other acts of MUSC shall be construed as evidence of acceptance and
   waiver.
g. All electric and magnetic circuits and related parts shall be of ample and proper size, design and material to avoid injurious heating and arcing, and all other objectionable effects which may reduce the efficiency of operation, economy of maintenance and/or net-useful life of the apparatus.

h. Equipment and component systems shall not employ any experimental devices or proprietary software that could hamper and/or otherwise prohibit subsequent maintenance repairs or adjustments by all qualified contractors. The Owner shall have unrestricted access to modify the software after the warranty period expires.

i. Manufacturers of the new apparatus shall provide technical support and parts replacement for their equipment and component systems for a minimum of twenty (20) years and issue such guarantee of support to the purchaser with written certification naming the final Owner of their product(s) to ensure the apparatus or systems remain maintainable regardless of who may be selected for future service.

j. Manufacturers’ Technical support shall be provided within one (1) hour of contact and parts delivery shall be provided within twenty-four (24) hours.

k. The Contractor shall provide to MUSC all applicable diagnostic tools required for the regular servicing and testing of the new equipment by a third party after Final Contract Completion.

l. It is understood that the entire system shall be designed, fabricated, modified and/or upgraded in full compliance with applicable local codes and code standards. The absence of a particular item or requirement shall not relieve the Contractor of the full and sole responsibility for such equipment, features and/or procedures.

m. Contractor is to supply parts at the site for the existing elevators during the modernization. Components from the first elevator removed from service are to remain at the site as spares until the modernization is complete. Contractor is responsible to maintain both existing and new elevators throughout the duration of the contract subject to the elevator outage allowances.

n. The Owners may at any time make changes in the specifications, plans and drawings, omit work, and require additional work to be performed or require portions of work to be completed after normal working hours by the Contractor. For such additional work performed hereunder, the Owners shall pay Contractor on the basis of a mutually agreed formula; Real cost of the labor (direct and fringes) and material, multiplied by ten percent for burden and 10% for profit. For work which is part of the original specification performed on overtime payment will be the premium portion only, the straight time will be part of the contracts responsibility. The contractor shall make no additions, changes, alterations or omissions, or perform extra work, except on prior written authorization of the Owners.

E. Requirements

a. Contractor shall obtain necessary permits and approval from the SC Dept. of LLR. Work per the SC Elevator Regulations and ASME A17.1 and all supplements thereto. Contractor shall submit to MUSC a copy of LLR’s approval before commencing work. The Contractor shall, at its own expense, obtain whatever permits or variances may be required by the City, State and municipal governing authorities. The Contractor shall further provide satisfactory evidence of having obtained said permits and variance to MUSC.

i. Approved filing and submittal requirements must be completed before new equipment and related materials are ordered.

ii. Copies or Department of Buildings’ permits and/or governing authority’s documents will be posted at the job site with extra copies issued to MUSC.
iii. All work performed shall be in a workmanlike manner and will include all work and materials specified herein. All work will be accomplished during normal working hours and regular working days; special attention shall be taken to protect building occupants.

iv. All elevator cars shall be secured as necessary to perform this work. Only one elevator will be worked on at a time in buildings 400 and 500. The second elevator will only be turned over for modernization work upon completion of all modernization work on the first elevator, including successful completion of all required inspections and tests. All and any areas where doors have been removed shall be barricaded to prevent accidental falls in accordance with OSHA directives. Any craning required for material shall be provided by the contractor.

v. Protection of Work and Property: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect MUSC’s property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of MUSC. The Contractor shall provide all barricades required to protect open hoist ways or shafts per OSHA regulations. The Owner requires that dust not be emitted into the lobby areas, accordingly, protective fire-rated material must be installed at each landing while a car is being modernized to control airborne dust into tenant and lobby areas.

vi. Storage of Materials: The Owner is not responsible to provide a laydown area on the MUSC campus for all materials, equipment, and tools required for the work. Contractor shall confine storage of materials on job site to limits approved by the Owners Representatives and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load. The Contractor will be responsible for the security of or damage to all materials, equipment, and tools left on the Owners property.

vii. Removal of Equipment and Rubbish: The Contractor shall remove all rubbish as fast as it accumulates, keeping the building and premises clean during the progress of the work and leave the premises at completion in perfect condition, as far as his work is concerned, to the Owners Representative's complete satisfaction.

viii. Any existing control systems, motors, wiring, signaling fixtures, doors and respective components that may be reused as spare parts on other similar elevator systems are to be turned over to MUSC. Any unusable parts are to be disposed of as per SC DHEC requirements. Storage of new modernization material during the duration of the project shall be the responsibility of the contractor.

b. All work performed shall be in accordance with the most resent and applicable edition of the National Safety Code for elevators, dumbwaiters, escalators, and moving walks (ASME A 17.1) ANSI A117.1 Barrier free code as pertaining to passenger elevators, American with Disabilities Act (ADA), National Electric Code and State and/or local elevator codes as may be applicable.

c. All the work covered by these specifications is to be done in full accordance with the Federal, State and Local Codes, Laws, Ordinances and elevator safety orders as are in effect at the time of the execution of the contract. All of the requirements of the Governmental Authorities are to be fulfilled by the Contractor and his subcontractors. The entire elevator plant, including all elevator equipment and work, shall be in accordance with the latest edition and supplements of:

i. Local and/or State laws applicable for logistical area of project work.


iii. Guided for Inspection of Elevators, Escalators and Moving Walks, ASME A17.2.


viii. ASME A17.5/CSA-B44.1 – Elevator and escalator electrical equipment.

d. The Elevator Contractor shall advise MUSC of pending code changes that could be applicable to this project or property and provide quotations for compliance with related costs.

F. Progress of Work

a. Upon award of the contract, the Contractor shall submit, within two weeks, a complete starting and completion schedule, including equipment delivery dates based on the information submitted on the bid form and confirmed delivery dates for selected materials, components, fixtures and cab enclosures as applicable to the project.

b. The Contractor shall submit in writing the following information to MUSC throughout the modernization period:

i. A completion schedule, including equipment delivery times and anticipated completion dates for each project work phase.

ii. A schedule of values to be used for itemized progress payments material and labor itemized breakdown).

iii. A progress report with submission of each payment request, or upon request of MUSC, showing the progress being made and the percentage if the job completed and shall certify to MUSC that labor and materials listed on the request for payment have been performed or installed.

iv. The Contractor shall attend regular progress meetings with the MUSC Project Manager and may be held on a weekly basis. Additional meetings must be mutually agreed upon by both parties.

G. Submittals

a. Prior to the beginning of the work, the Contractor shall submit and have approved copies of layouts (if required by code authorities for filing), shop drawings and standard catalog cuts. These items should include cab drawings (if included under these specifications) and all accessories and fixtures. The Contractor shall be responsible to insure that there will be no delay in his work or that of any other trade involved.

b. Samples of wood, metal, plastic, paint, or other architectural finish material shall be submitted for approval to the Owners.

c. The contractor shall also identify any special tools or hardware required to maintain their equipment and provide the Owner with two (2) of each kind.

d. It shall be distinctly understood that approval of the drawings and cuts shall be for general arrangement only and does not include measurements and code compliance which are the Contractor's responsibility or approval of variations from the contract documents.

e. The Owner will have a pre-performance conference with the successful contractor prior to the beginning of the work. The contractor’s sales representative and field manager responsible for the job shall be in attendance. The contractor shall provide the following information at this meeting:
i. Shop drawings as required including fixture drawings.
ii. A catalogue of the fixtures being supplied and samples that may be required.
iii. A complete installation bar schedule.
iv. Insurance certificates if not already submitted.

H. Project Schedule
a. From the Commencement Date, the Contract Duration for each elevator is listed in the column Calendar Days from Contract Commencement to beneficial use according to the chart below.

<table>
<thead>
<tr>
<th>Building</th>
<th>Elevator #'s</th>
<th>Calendar Days from Contract Commencement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Science Building; BLDG 500</td>
<td>29,30</td>
<td>400</td>
</tr>
<tr>
<td>Jonathan Lucas St. Garage (PG1); BLDG 162</td>
<td>38</td>
<td>252</td>
</tr>
</tbody>
</table>

b. The Contractor shall provide a schedule for the following:
   i. Contract Commencement
   ii. Submittals
   iii. Lead Time on Materials
   iv. Utility Outages
   v. Installation required by the Contract including their subcontractors
   vi. Installation required by Owner contractors
   vii. Inspections
   viii. Substantial Completion

I. Coordination
a. The Contractor is responsible for coordinating Work with all of their subcontractors.
SPECIFICATIONS

A. Work Restrictions

The modernization shall proceed according to the approved project schedule and with the following work restrictions:

a. Work onsite for elevators at the Basic Science Building (29,30) may begin after December 18, 2016.

b. Normal work hours are Monday-Friday, 7:00 AM-6:00 PM unless approved otherwise by the Owner. **Alternate 3**: Work at Basic Science Building (29,30) may begin any day, is subject to A.c. below, and shall only occur between 5:00 PM to 5:00 AM.

c. The following are no work days in 2017 that apply to Basic Science Building: May 1-3. In addition, MUSC expects 3 additional days will be designated as no work days due to special MUSC events. The contractor will be notified 3 days in advance of these additional no work days.

d. All elevator outages must be coordinated with and approved by the Owner and requested 10 days in advance. The outage authorization will depend on whether the design and shop drawing submittals have been accepted by MUSC and all materials to complete the elevator Work are readily available to the Contractor. The outage duration for all elevators should be minimized by the contractor as much as practical.

e. Support spaces: the contractor will be allowed to locate a mobile storage (conex box) and debris containers in the loading dock area of Basic Science Building/Children’s Research Institute.

f. Utility outages must be coordinated with and approved by the MUSC and requested 7 days in advance.

g. As-built drawings are attached and are for reference use only. MUSC does not represent they are accurate for all details.

B. Outline Data

<table>
<thead>
<tr>
<th>Attribute</th>
<th>BSB (29, 30)</th>
<th>PG1 (38)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>MCE</td>
<td>MCE</td>
</tr>
<tr>
<td>Number</td>
<td>Two (2)</td>
<td>One (1)</td>
</tr>
<tr>
<td>Capacity</td>
<td>3000</td>
<td>2000</td>
</tr>
<tr>
<td>Speed</td>
<td>350</td>
<td>200</td>
</tr>
<tr>
<td>Stops</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Openings</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>Operation</td>
<td>Base Bid: Geared Alternate 1: Gearless Alternate 2 Machine-room-less</td>
<td>Geared</td>
</tr>
<tr>
<td>Group</td>
<td>Duplex</td>
<td>Simplex</td>
</tr>
</tbody>
</table>

a. The following data is accurate for all three elevators except as noted:
i. MACHINE:

1. Install new Overhead Geared Traction Machine on elevator #38 with motor, brake and traction drive sheave compactly mounted on a continuous bed plate and set on steel beams.

2. **Base Bid:** Elevators 29, 30 shall replace the basement mounted, geared machine in kind in the elevator pit.

3. **Alternate 1,** in lieu of replacing the machines in kind for elevators (29 & 30), offer an additive or deductive price to remove the existing machines and provide & install gearless, basement mounted machines.

4. **Alternate 2,** in lieu of replacing the machines in kind for elevators (29 & 30), offer an additive or deductive price to remove the existing machines and provide and install machine-room-less (MRL), machines for elevators 29, 30 along with all required facility modifications subject to the provision of item B.a.ii. below.

5. The outage duration for all elevators should be minimized by the contractor as much as practical and coordinated with MUSC. The outage authorization will depend on whether the design and shop drawing submittals have been accepted by MUSC and all materials to complete the elevator Work are readily available to the Contractor.

ii. All **FACILITY MODIFICATIONS** require a design sealed by a registered Architect/Engineer in South Carolina and submitted for acceptance by MUSC.

iii. MOTOR: Install hoist machine with AC motor with direct drive encoder. To include all necessary machine mounting and deflector sheaves. Install new hoist way mechanical limit switches at terminal landings.

iv. **STOPS/OPENINGS:** Present shall be retained.

v. **CONTROL:** Microprocessor-based with Solid-State Safety Circuit

vi. **OPERATION:** New Microprocessor - automatic operation by means of the car and hall buttons

vii. **DOOR EQUIPMENT:** Install new horizontal sliding car doors reinforced with steel. Hang doors on sheave type hangers with tires and guided at the bottom by a non-metallic shoe. The doors will have a satin stainless steel finish. Provide new components on each floor.

viii. **DOOR OPERATORS:** Install new closed loop door operators that will operate the car and the hoist way doors simultaneously with all electronic and digital operation, and includes a hoist way door locking device as specified by ASME 17.1

ix. Doors on the car and at the hoist way entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a fully closed loop system designed to give consistent door performance with changes in temperature, wind or minor debris in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the following pre-determined profile:

<table>
<thead>
<tr>
<th>Elevators</th>
<th>Open/Close times</th>
<th>Nudging time</th>
</tr>
</thead>
<tbody>
<tr>
<td>29,30,38</td>
<td>1.8/2.9</td>
<td>30 seconds</td>
</tr>
</tbody>
</table>

1. Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable
time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

2. Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

3. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

x. DOOR REVERSAL DEVICE: Install new solid-state infrared door reversal safety devices with nudging operation for the car door.

xi. CAR PLATFORM: Retain and refurbish.

xii. CAR ENCLOSURE: Modernize interior of the cab with new laminate panels, stainless steel base and reveals, 1.5” rear stainless handrail and suspended aluminum frame ceiling with translucent diffuser panels. Utilize best practice green technology including sleep mode for fan and lighting.

1. Elevators 29 and 30. Provide new laminate panels, stainless steel base and reveals, 1.5” rear stainless handrail, new flooring, and suspended aluminum frame ceiling with LED lighting. Attachment 01 is a collection of photos that illustrate the level of quality expected by the MUSC.

2. Elevator 38. Provide a new suspended aluminum frame ceiling with LED lighting. Attachment 02 is a collection of photos of the interior cab.

xiii. CONTROL PANEL: Install new car operating control panel with LED vandal resistant buttons using handicap symbols and location to comply with ADA requirements. All buttons, when applicable, to be long life LED illumination. The panel shall contain, at a minimum:

1. A bank of mechanical illuminated buttons marked to correspond with the landings served.
2. An emergency call button that is connected to a bell that serves as an emergency signal.
3. An emergency stop button.
4. Door open and door close buttons.
5. A light switch.
6. An ADA compliant speakerphone.
7. A fan switch.

xiv. POSITION INDICATOR: Install new digital car position indicator that will indicate the corresponding landing which the elevator has stopped or passed, an audible voice annunciation will provide floor number as each landing is being passed.

xv. FIXTURE AND SIGNALS: Install new surface mounted, hall signal fixtures on all seven floors that will include vandal resistant LED hall button fixtures, a combination hall lantern, and position indicator. New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered. All buttons, when applicable, to be long life LED illumination.

xvi. FIRE RECALL: Install new fireman service and normal operation features in accordance with ANSI A17.1. Provide and install a 6” diagonal LCD display. The information
represented by the features of DL-20 (see http://www.eccelevator.com/dl-20/) and 10" LCD Display screen represents MUSC requirement.

xvii. COUNTERWEIGHT: Install new car and counterweight roller guide assemblies.

xviii. LANDING SYSTEM: Install a new electronic landing positioning system for smooth and accurate stops.

xix. CAR FRAME: Retain and refurbish as specified.

xx. CAR SAFETY: Car #38 Elevator at Jonathan Lucas is to receive new Type B safety device. Cars #29 & #30 at Basic Science, existing safety is to be disassembled and cleaned. All worn components are to be replaced with new.

xxi. GUARD RAILS: Install appropriate new car top railing.

xxii. BUFFERS: Buffers are to be drained, flushed and refilled. Repainted.

xxiii. WIRING: Install new serial link wiring to include new traveling cable and hoist way throughout the project per ANSI A17.1

xxiv. GOVERNOR: Install new governor and safety devices designed to cut off power to the motor and apply the brake whenever the governor indicates excessive speed.

xxv. ROLLER GUIDES: Replace with spring dampening car and counterweight roller guide assemblies.

xxvi. CABLES: Install new hoist ropes and governor ropes.

xxvii. ENTRANCES: Refurbish as specified. Provide new stainless steel wrap for Elevator 38. Apply these requirements for all levels. Refurbishment is not required for elevators 29 & 30.

xxviii. POWER SUPPLY: Contractor to confirm that the existing power supply is adequate for the new equipment. Power supply for elevators #29 & #30 must be equipped for shunt trip operation. Provide a signal from the Edwards fire alarm system to activate the shut trip

C. Related Work

a. Material And Workmanship

i. Materials
   1) All equipment required of and installed by the Contract must be a catalogue product of the Contractor.
   2) Contractor to supply all work materials, tools, drops, ladders, scaffolds, as well as solvents, blades, abrasives, etc.

ii. Workmanship
   1) All work to be performed to accepted, highest industry standards.
   2) All products to be applied in accordance with manufacturer instructions.

b. Materials and workmanship provided under these specifications are warranted for minimum of one year from contract completion or for as long as warranted by the manufacturer, whichever is longest.

c. Install new interlocks. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoist way as required by governing codes shall be provided.

d. Install new solid-state infrared door reversal safety devices with nudging operation for the car door.
e. Install new emergency car lighting. An emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

f. Remove the arrow indicator on each floor and replace with new digital car position indicator that will indicate the corresponding landing which the elevator has stopped or passed. Provide an audible voice annunciation within the cab that indicates each landing that is being passed.

g. Paint machine room and pit floors.

h. All damage to walls, floors, and ceiling shall be repaired and finished and includes areas in the project area or damages caused by the Contractor during the progress of the Work outside of the project area.

i. Coordinate all electrical, fire alarm and other associated work requirements with MUSC Facilities Contract Administrator. Provide access to hoist way and machine room for other trades as needed.

j. Install new hoist way mechanical limit switches at terminal landings.

k. Ensure the elevator pit and buildings are free of installation debris, excess material or damage.

l. Install Fire alarm integration to the elevator operation. MUSC campus fire alarm system is Edwards equipment. All modifications must be Edwards equipment and installed by an authorized Edwards provider.

m. Prior to commencing the work, a work schedule will be provided to the Facilities and Engineering Contract Administrator.

n. Perform all pertinent tests to include SC LLR certification, emergency fire service and load testing to allow the renovated elevators to be put back into normal operation status.

o. Contractor shall supply two complete sets of “made final” wiring diagrams including input and output signals.

p. Contractor shall provide a list of items recycled, and its weight for the Contract Administrator at the end of the job.

D. System Operating Features

a. The elevator shall automatically travel to landings for which a call demand exists. Stops in response to calls that are registered in either the car or corridor push-button stations shall occur in the natural order of progression in which the floors are encountered, depending on the direction of car travel and irrespective of the order in which calls are registered. In responding to corridor calls, the elevator shall answer only those demands that correspond to the direction in which the car is traveling.

b. Call acknowledgement lights provided in both the car and corridor push-button fixtures shall be extinguished as the car begins its slowdown approach to the corresponding landing. Immediately after cancellation, a corridor call shall be inoperative until the elevator doors have completed their dwell time in the open position and commenced their closing cycle.

c. Smooth step-less acceleration and deceleration of the elevator car shall be provided in either direction of travel during both single and multiple floor runs. The amplitude of acceleration and deceleration shall not exceed 2 ft/sec². The maximum velocity which the elevator achieves in
either direction of travel while operating under load conditions that vary between empty car and full rated load shall be within +/- 2% of the rated speed.

b. Automatic Self-Leveling: The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + ¼” regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

c. Car and landing doors shall be arranged to operate in unison without excessive noise or slamming in either direction of travel. Door opening speeds of two (2) ft/sec shall be provided in conjunction with closing speeds of 1.0 ft/sec in accordance with governing code. Door operation shall be arranged to commence as the car enters its final leveling approach to a landing. IN no case shall the door opening cycle conclude before the car comes to a complete stop at floor level.

d. Special Emergency Service

i. Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

ii. Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

iii. The smoke detector system is to be furnished by the strategic partner of Edwards technology for MUSC. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

iv. A three position key switch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

v. If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

e. Emergency Power Operation

i. Existing provisions shall be duplicated and upgraded for automatic sequential operation.

ii. Provisions shall be included in the new elevator control system whereby, immediately after transferring to the building emergency power system, all affected elevators shall automatically return the main fire recall landing in progressive numerical sequence at normal operating speed. Car and corridor calls shall become inoperative and all previously registered calls shall be canceled. As each car arrives at the designated landing, it shall park out of service with its door in the open position. In the event an elevator fails to respond to a recall command within forty-five (45) seconds under Emergency Power Operation, that car shall be bypassed in the order of recall progression.

iii. Upon completion of the recall process, elevators shall be selected to run on the emergency power source. Interlock all elevators to allow to operate the maximum number of elevators at a time.

iv. An emergency power control panel shall be provided at the main landing containing an indicator light per elevator that becomes illuminated whenever a transfer to emergency power takes place. Also provided in the emergency control panel shall be a key-operated override switch and a manual selector switch with a position indicator for each elevator. Activating the key-operated override switch while on emergency power shall cancel the previously mentioned automatic recall sequence and allow positioning of the manual selector switch to determine which car is operational.

f. Independent Service Operation
i. The car operating station shall be equipped with a key-operated switch labeled “IND SER”. When placed in the “on” position, this switch shall cause the elevator to bypass all corridor calls and to travel directly to any floor chosen by registration of a car call. During Independent Service Operation, the elevator doors shall remain open at any landing until the door close or car call registration push button is pressed and maintained until the doors are fully closed.

ii. In case an elevator is operating on the Independent Service mode and the Fire Emergency Recall system becomes activated, following a period of approximately forty-five (45) seconds, the elevator shall automatically override Independent Service Operation and engage Phase I – Fire Emergency Recall Operation.

iii. If more than one (1) car call is registered, all registered car calls shall extinguish when the elevator stops in response to the first call.

g. Inspection Service Operation

i. Provide a key operated switch in the main car operating panel that, when turned to the “ON” position, shall cause the elevator to be removed from service and place in Inspection Service Operation, Limited operation of the car shall be provided through pressing the Attendant Service up and down momentary push buttons or the highest or lowest car call push buttons (if up and down buttons are not provided) in the main car operating panel only. The car shall move a speed not to exceed 150 feet per minute as per code with both the hall and car door panels in the closed and locked position. The Inspection Service switch shall be keyed differently than other typical keys used in the operation of the elevator.

ii. The top of the elevator car shall be equipped with a control for limited operation of the car during repairs, maintenance and inspection operations conducted in the hoist way. The transfer of control to the top of car operating device shall cause that device to be the sole means of control for the elevator. Power door operating equipment shall be rendered inoperative while the car is being operated in Inspection Service mode with the exception of power closing of the door. The control system shall maintain closing power on the door while the elevator is moving under Inspection Service Operation.

iii. The in-car Inspection Service Switch shall be rendered ineffective when the top of car inspection control is activated.

iv. Machine Room Inspection Operation and Inspection Operation with Open Door circuits shall be provided in accordance with code where applicable.

h. Load Weighing: a positive means shall be provided to continuously monitor the amount of load being transported by the elevator car. The system shall be used to preload static dispatch operation and load non-stop operation where applicable. The anti-nuisance feature shall operate at loads not exceeding 200 lbs., whereas load dispatch and load non-stop shall be set to function at 65% of the rated loading capacity for the initial set up and adjustment procedure.

E. Signage

a. MUSC will approve all signage in order to maintain consistent appearance for entire elevator installation.

b. All signage as required by South Carolina Building Code, A17.1 Safety Code for Elevators and Escalators, NFPA 70 National Electrical Code and NFPA 72 Fire Alarm Code to be posted in elevator lobbies, fire alarm panels, disconnects, machine rooms and machine room doors.

c. All existing signage shall be verified as compliant with applicable codes and statutes or will be replaced with signage in conformance to South Carolina Building Code, A17.1 Safety Code for Elevators and Escalators, NFPA 70 National Electrical Code and NFPA 72 Fire Alarm Code requirements as a part of this specification.
F. Field Quality Control
   a. Acceptance testing: Upon completion of the elevator modernization and before permitting use of elevator, perform acceptance tests as required by the State of South Carolina and recommended by Code and governing regulations or agencies. Perform other tests, if any, as required by governing regulations or agencies.
   b. Advise MUSC and governing authorities in advance as required of dates and times tests are to be performed on the elevators.
   c. The elevator contractor shall be responsible, in accordance with ASME A17.1, for all acceptance inspections for this elevator. Elevator Installer in accordance with ASME A17.1, Inspection and Test Requirements will perform all acceptance tests for this elevator. Elevator contractor must notify MUSC five (5) days prior to inspection advising of the date and time of all inspections and tests.

G. Adjusting
   a. Make necessary adjustments of operating devices and equipment to ensure elevator operates smoothly and accurately.
   b. The elevator contractor shall be required to perform and pass all required testing of all equipment as per ASME A17.1 and ASME A17.2.
   c. Elevator contractor is to return at 30 days, 90 days and 180 days after final installation to examine and readjust rope tension and hoist machine as may be required for optimum performance.

H. Cleaning
   a. Before final acceptance, remove protection from finished surfaces and clean and polish surfaces in accordance with manufacturer's recommendations for type of material and finish provided.
   b. Clean equipment rooms and hoist way.

I. Protection
   a. During all elevator work, or portion thereof, provide suitable protective coverings, barriers, devices, signs, or other such methods or procedures to protect elevator work from damage or deterioration. Protect all areas of work from public access or dangers including tripping or fall hazards. Maintain protective measures throughout remainder of construction period.

J. Substantial Completion
   a. Instruct MUSC personnel in proper use, operations, and daily care or operation of elevators.
   b. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies.
   c. Demonstrate that control systems and operating devices are functioning properly.
   d. Complete all of the MUSC’s punch list items as may be required.

K. Additional Requirements
   a. Additional Instructions
      i. For duration and/or completion of elevator work, remove tools, equipment, trash, debris and surplus materials from site daily.
ii. Scaffolds, ladders, equipment, lifts, staging etc., to meet OSHA standards.

iii. A qualified supervisor will be onsite while work is in progress.

iv. Contractor is responsible for the safety of his own personnel and members of the University community as well as the general public. Suitable signs and/or barricades will be placed by the Contractor to ensure safety.

v. When buildings are occupied, a suitable work schedule will be set to accommodate the activities within the building. The entrances will not be obstructed nor left unprotected during the course of work.

vi. The Contractor will be provided one parking space on campus. Additional Contractor parking requirements are not available to the Contractor in University owned lots and garages. Additional parking required by the Contractor and employees must be on public streets or in local, commercial parking decks/ lots at the Contractor’s expense.

vii. Only personnel badged by MUSC’s Public Safety Department are authorized to be on-site working on this contract. The security badge must be worn at all times while on campus. The Contractor shall submit an application for badge for each individual using Attachment 3, Contractor Badge Application.

b. Special Conditions

i. Special care must be taken to protect passersby and their property from damages resulting from the work. All property damage incurred is the sole responsibility of the Contractor.

ii. It may be necessary to suspend operations due to special events taking place on the campus. These lost days will be added to extend the completion date.

iii. Work to commence as soon as a contract is awarded and to be completed in a timely manner.

iv. Contractor to maintain sufficient personnel and equipment on site to complete project on time and to make continuous progress to completion.

v. A representative of the University will visit the site each day or as arranged. The representative will be available for answers to contractor questions and coordinate with occupants.

c. Work by MUSC:

i. Temporary electrical power & water.

ii. Permanent power feeders as required by Specification paragraph B.a.ii.

iii. Wayfinding signage will be provided by MUSC.

iv. Ambient Temperature and humidity control will be provided and performed by others

L. Vendor/Contractor Instructions & Requirements

a. University shall have use of all buildings during University working hours.

b. Contractor shall perform all work in a controlled sequence.

c. MUSC will supply identification badges for contractor personnel with appropriate application (see Attachment 03). Personnel must wear badges at all times while on campus

d. Access to any rooms out of the scope of this project (other than bathrooms) is STRICTLY prohibited. Random security checks are performed daily.
e. The University is NOT responsible for theft or damage of any Contractor provided items, tools or construction items left on the premises.

f. MUSC is a tobacco free campus. The Contractor shall not use tobacco products in any of these designated areas identified in these areas.
TERMS AND CONDITIONS

A. Payment

a. Application

i. Request for payment, along with an updated completion schedule and schedule of values may be submitted on the last business day for each month. The Contractor shall utilize AIA Document G702 for payment applications and AIA Document G703 for the Schedule of Values (SoV). The SoV is a statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work, accepted by MUSC, and used as the basis for reviewing the Contractor's Applications for Payment. The SoV is to be organized by building, elevator, and trades along with categories for labor, material, and equipment and, if applicable, updated during Contract execution to reflect Change Order and Change Directive amounts.

b. Payment Withheld

MUSC may withhold approval for payment on any request to such extent as may be necessary to protect MUSC from loss on account of:

i. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. MUSC, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost from the overall contract amount paid by MUSC and charged against the Contractor.

ii. Claims filed or reasonable evidence indicating probable filing of claims.

iii. Failure of Contractor to make payments properly to subcontractors for material and labor.

iv. A reasonable doubt that the contract can be completed for the balance then unpaid.

v. Damage to the building or another Contractor.

vi. Failure to respond to service calls within the allotted time during the Warranty period.

vii. When the above grounds are removed to MUSC’s satisfaction, payment shall be made for amount withheld because of them.

B. Changes

a. Contract Modification. By a written order, at any time, and without notice to any surety MUSC may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

i. drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

ii. method of shipment or packing;

iii. place of delivery;

iv. description of services to be performed;

v. time of performance (i.e., hours of the day, days of the week, etc.); or,
vi. place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

C. Compliance with Laws:
During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

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

E. Contractor's Obligation:

a. The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

b. Guarantee of Work
i. The Contractor shall make good any defects not due to ordinary wear and tear or improper use, which may develop with one year from the date of final acceptance of all equipment and Work described in this Contract. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of the extent and period provided by law and upon written notice he shall remedy any defects due thereto and pay all labor, equipment, and material expenses for any damage to other work resulting therefrom.

ii. The same guarantee shall be applicable to the total job in the event equipment is reused or modified.

iii. The one-year guarantee, as outlined above, for all elevators shall start from the date of final acceptance of the complete job by MUSCs.

c. Failure to Perform: MUSC reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received. The consultant's decision as to contractor's responsibility in fulfilling their contract obligation shall be final, with approval from the state. However, the consultant cannot recommend that anything be added to the elevator that was not present when the contract was awarded. If the contractor fails to make immediate correction to elevators as directed by the consultant through the State, any or all contracts held by the contractor may be canceled.

d. Disposal of Packaging: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

e. Licenses and Permits: during the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or
inspections required by the State, county, city or other government entity or unit to accomplish 
the work specified in this solicitation and the contract.

f. Liquidated and Actual Damages for Delay

g. Time is of the essence in performing this Contract. The Contractor understands, agrees and is 
firmly obligated to meet the stipulated completion dates, except as any such day or days may be 
defered in accordance with an approved “extension of time.”

h. The damage to MUSC, which will result from the failure of the Contractor to meet such 
contracted dates as possibly extended, will include items of loss or damage which are not 
susceptible to accurate evaluation or estimation. The damages for delay in the case of such 
failure to perform on the part of the Contractor shall be liquidated in the amount of $250.00 for 
each calendar day of the unexcused delay in meeting such completion dates.

i. Upon substantial completion of the work, as determined by MUSC, the Contractor shall be 
given a “notice of substantial completion” and the liquidated damages shall cease to accrue. 
However after substantial completion, the Contractor shall be liable for any and all actual 
damages incurred by MUSC as a result of the Contractor’s failure to complete all work 
(including punch list items) by the Contract completion dates, including any extensions of time.

j. Timely response to service calls is critical. The Contractor is required to provide a thirty (30) 
minute response time from 7:00 AM – 5:00 PM, Monday through Friday, two (2) hours at all 
other times, and one (1) hour at all other times for entrapments and simultaneous outages. The 
damages for late response to a service call during the Warranty/PM period shall be liquidated in 
the amount of $250.00 for each event. An amount equal to 10% of the contract award shall be 
retained after the notice of substantial completion to cover liquidated damages that might occur 
during the warranty period. Final payment minus liquidated damages, if any, will be paid upon 
expiration of the warranty period.

k. Actual damages shall include, but not be limited to:

l. Engineering and consulting fees.

m. Legal fees and management fees.

n. Confirmed loss of revenue(s).

o. “Extension of Time” as used herein shall be the time as may be approved or otherwise 
acknowledged by MUSC, which is greater than the contracted completion dates due to the 
following:

p. Cause is beyond the Contractor’s reasonable control and arises without the Contractor’s fault.

q. Cause arises after the execution of the Contract and neither was nor could have been 
anticipated by reasonable investigation before the execution of the Contract.

r. Cause is a direct result of MUSC’s action and/or failure of MUSC to provide or otherwise 
perform associated work requirements in accordance with the Contract. The period of any 
extension of time shall be only that which is necessary to make up the time actually lost.

F. Warranty
The Contractor agrees to certify that work performed in accordance with the Contract Documents shall remain free of defects in materials and quality of work for a period of one (1) year after substantial completion or acceptance thereof by beneficial use on a unit by unit basis, whichever occurs first. The sole duty of the Contractor under this warranty is to correct any non-conformance or defect and all damages caused by such defect without any additional cost to MUSC and within fifteen (15) days of notification. The express warranty contained herein is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. In the event the Contractor fails to fulfill its obligations defined herein, MUSC shall have the express right to perform the Contractor’s obligations and to charge the Contractor the cost of such performance or deduct an equal amount from any monies due the Contractor.

a. Warranty Service Requirements: Provide a complete one year manufactures warranty for parts and labor on the installation to be reflected in the cost of goods. The one year warranty service period shall include full coverage maintenance service including all callbacks and repairs.

b. The (1) year warranty service coverage must include the following:

i. Modernization Maintenance Period: Maintenance service consisting of a minimum of monthly examinations, adjustments and lubrication of the elevator equipment shall be provided by the elevator contractor for a period of twelve (12) months after the elevator has been turned over for the customer’s use. This service shall not be subcontracted, but shall be performed by the elevator contractor. All work shall be performed by competent employees during regular working hours of regular working days and shall include emergency 24-hour callback service. This service shall not cover adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents caused by persons other than the elevator contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided.

ii. Response Time: Response time is defined as the elapsed time between the service call and the Contractor’s arrival at the elevator in need with appropriate equipment/tools. MUSC shall be billed at agreed upon contracted rate only for work that occurs after normal working hours. The Contractor shall provide twenty-four (24) hour answering service. An answering machine shall not be substituted for this requirement. The Contractor is required to provide a thirty (30) minute response time from 7:00 am to 5:00 pm, Monday through Friday, and two (2) hours at all other times. The Contractor shall provide Service Coverage that is capable of responding to at least two (2) Service Calls simultaneously to any of the elevators under this warranty period during normal working hours. Emergency calls for elevators carrying trapped passengers shall also be responded to within thirty (30) minutes during normal working hours, and within one (1) hour after normal working hours.

iii. Normal Working Hours: Normal working hours are defined as 7 am – 5 pm, Monday through Friday.

iv. Emergency Generator Run and Fire Alarm Testing Support: the Contractor shall provide support monthly and annual testing from 4 am – 7 am, during the emergency generator testing to be schedule by the MUSC.

v. Travel Time: Under no circumstances shall any travel time, mileage, or other expenses be charged to MUSC under this warranty service period. All parts and supplies for repairs are covered in the warranty maintenance portion of this contract.

vi. Minor Vandalism/Nuisance: As stated above, the elevator contractor shall include full coverage warranty maintenance for (1) year, and include all callbacks and repairs due to minor vandalism or nuisance. Items that might fall under this category are keys or phone in the elevator, a cart bumping the door and knocking it out of alignment, dirt in tracks
keeping doors from closing, etc. The base bid shall include a call back requirement of twelve (12) total per year for the five (5) elevators.

vii. Running on Arrival/Pit Retrieval: During normal business hours, any calls that result in “running on arrival” or “Pit Retrieval” will not be charged to MUSC.

G. Preventative Maintenance

a. The Contractor will provide full coverage preventative maintenance, repair and parts replacement in accordance with the manufacturer’s recommendations and code criteria.

b. A checklist of preventative maintenance actions must be developed consistent with i above. The Contractor must submit the checklist for each elevator to the MUSC each month and indicate when the items were performed and what repair was required, if any.

c. Removal of elevators from service shall be coordinated with and approved by MUSC’s Maintenance Contract Manager. To the extent possible, all preventive maintenance which requires removal of elevators from service will be scheduled during off-peak hours of building operation. All other work under this Agreement will be performed during normal work hours (7:00 am-5:00 pm), Monday through Friday.

d. No elevator will be taken out of service during the normal business day without a 5-day notification to the MUSC except in emergencies. Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor employees.

e. Corrective Action: MUSC reserves the right to contract any work necessary to maintain the elevators safe performance in compliance with the word of this contract, at the elevator maintenance Contractor’s expense providing the elevator maintenance contractor does not respond to documented deficiencies within fourteen (14) days of written notice.

f. Signage: The Contractor will place “Out Of Order” signs on any elevator that is being worked on for normal maintenance or correcting a problem. The signs shall be placed in close proximity to the elevator on all floors served by that elevator. They shall be professionally printed and no smaller than six (6) inches by six (6) inches. If the elevator can be placed back into operation in less than thirty (30) minutes the signs will not be required. The Contractor will remove all signs when the elevator is placed back into service.

g. Electronic Access to Service Records: Contractor must provide MUSC Facilities Contract Administrator with the ability to access all service history and place service calls via website.

h. Continuation of Service: The Contractor shall correct any failures, which takes any equipment out of service within two (2) calendar days from the date of notification of the failure. If a failed elevator cannot be repaired during the same business day, the Contractor must notify the Engineering and Facilities Service Call Desk (843-792-4119) and provide a forecast for return to service.

H. Code Compliance

Contractor shall comply with the latest revision of codes and standards. These specifically include but are not limited to; the International Building Code (IBC), OSHA codes and regulations, good installation practices, industry standards and a good standard of care in performing the work.
### ATTACHMENTS TO SOLICITATION

1. Photo for Elevators 29 & 30

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
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<tbody>
<tr>
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<tr>
<td>PB.2</td>
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3. Contractor Badge Application

APPLICATION FOR MUSC CONSTRUCTION IDENTIFICATION BADGES

The following information is to be provided by the prime contractor for each employee, subcontractor(s), vendor or anyone contracted by them to be on the construction site that are required for the completion of the contract documents. The contractor is to submit this information to the MUSC Project Manager, 97 Jonathan Lucas Street, Charleston, South Carolina, or via facsimile at 843-792-0251. After the information is entered into the Identity Management Database, the contractor will be notified to contact Public Safety, 101 Doughty Street, Charleston, South Carolina, via facsimile at 843-792-6650, for scheduling of the time for the photograph identification badges to be issued. It will be the responsibility of the prime contractor to insure that all employees are wearing current badges. Anyone without a badge will be required to leave the site immediately. Public Safety will inspect for proper identification routinely and violators will be removed from the site. It will be the responsibility of the individual to replace any badges that are lost or stolen. The prime contractor at the completion of the project will return all badges to Public Safety. Please telephone Public Safety at 843-792-4623 should you have questions.

<table>
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<tr>
<th>Construction Company Name:</th>
<th>A</th>
<th>B</th>
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<td>C</td>
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<tr>
<td>Construction Company Telephone:</td>
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<tr>
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| Employee Telephone Number: | A | B | C |
| Employee Social Security Number: | A | B | C |
| Employee's Driver's License Number and State: | A | B | C |

| Employee Date of Birth: | A | B | C |

| Employee Signature: | A | B | C |
4. As-Built Drawings

The drawings listed below are for reference use only:

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<tr>
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<tr>
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<tr>
<td>2B</td>
<td>1 FL Plan B-2 Half of BLDG B</td>
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<tr>
<td>65 B</td>
<td>East Entrance, Lobby, Elevator &amp; Auditorium Pln &amp; Details</td>
</tr>
<tr>
<td>66B</td>
<td>East Entrance, Lobby, Elevator &amp; Auditorium Sections &amp; Details</td>
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<td>Column Schedule, General Notes &amp; Details</td>
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<td>Foundation Plan B-2 Half of Building B</td>
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<td>S-6B</td>
<td>1FL Framing Plan B-2 half of Building B</td>
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<td>S-8B</td>
<td>1 FL Slab Reinf Plan B-2 half of Building B</td>
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<td>1 FL</td>
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<td>A-7</td>
<td>Stair &amp; Elevator Plans</td>
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<td>FDN Details</td>
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<td>Machine RM Plans</td>
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