



MINOR CONSTRUCTION PROJECT

NAME: HGTC – CLASSROOM ELECTRIC AND DATA UPGRADES

Number: IFB0079–22

HORRY-GEORGETOWN TECHNICAL COLLEGE

2050 HWY 501 E

CONWAY, SC 29526

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**PROJECT NUMBER:** IFB0179-22

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**TECHNICAL SPECIFICATIONS**

See attached Scope of Work

SE-311

## INVITATION FOR MINOR CONSTRUCTION QUOTES

AGENCY/OWNER: Horry-Georgetown Technical College  
 PROJECT NAME: HGTC - Classroom electrical and data upgrades  
 PROJECT NUMBER: IFB0179-22 CONSTRUCTION COST RANGE: \$ 70,000 to \$ 90,000  
 PROJECT LOCATION: HGTC Various Classroom on Conway, Grand Strand, and Georgetown Campuses  
 DESCRIPTION OF PROJECT: Supply, deliver, and install new data and electric for upgraded classroom technology  
 QUOTE DUE DATE: 11/16/2022 TIME: 2:00 p.m.  
 AGENCY PROJECT COORDINATOR: Kevin Brown, Superintendent of Building and Grounds  
 EMAIL: kevin.brown@hgtc.edu TELEPHONE: 843-349-5398  
 DOCUMENTS MAY BE OBTAINED FROM: www.hgtc.edu/purchasing

DOCUMENT DEPOSIT AMOUNT: \$ 0 IS DEPOSIT REFUNDABLE Yes  No  N/A   
 PERFORMANCE BOND REQUIRED? Yes  No  PAYMENT BOND REQUIRED? Yes  No

Contractors must obtain Documents/Plans from the above listed source(s) to be listed as an official plan holder. All written communications with official plan holders & Contractors submitting quotes will be via email or website posting.

PUBLIC NOTICES: All notices (Notice of Award) shall be posted at the following location: www.hgtc.edu/purchasing

**RIGHT TO PROTEST (SC Code § 11-35-4210) (This only applies to contracts exceeding \$50,000.)**

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the State Engineer in accordance with Section 11-35-4210 at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201. EMAIL: [protest-ose@mimo.sc.gov](mailto:protest-ose@mimo.sc.gov)

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

A/E NAME: Not Applicable A/E CONTACT: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

PRE-QUOTE CONFERENCE: Yes No  DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

PRE-QUOTE PLACE: \_\_\_\_\_

## QUOTE DELIVERY ADDRESSES:

## HAND-DELIVERY:

Attn: Dianna Cecala  
2050 Hwy 501 E  
Conway, SC 29526

## MAIL SERVICE:

Attn: Dianna Cecala  
PO Box 261966  
Conway, SC 29528-6066

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

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (OSE Project Manager)

# SE-331 QUOTE FORM

QUOTE SUBMITTED BY: \_\_\_\_\_  
(Offeror's Name)

QUOTE SUBMITTED TO: Horry-Georgetown Technical College  
(Agency's Name)

FOR: PROJECT NAME: HGTC - Classroom electrical and data upgrades  
PROJECT NUMBER: IFB00179-22

### OFFER

§ 1. In response to the Invitation for Minor Construction Quotes for the above-named Project, the undersigned **OFFEROR** proposes and agrees, if this Quote is accepted, to enter into a Contract with the Agency in the form included in the Solicitation Documents, and to perform all Work as specified or indicated in the Solicitation Documents, for the prices and within the time frames indicated in the Solicitation and in accordance with the other terms and conditions stated.

§ 2. **OFFEROR** acknowledges the receipt of the following Addenda to the Solicitation documents and has incorporated the effects of said Addenda into its Quote (*Check only boxes that apply.*):

ADDENDA:                     #1                     #2                     #3                     #4                     #5

§ 3. **OFFEROR** agrees that this Quote, including all alternates, if any, may not be revoked or withdrawn after the opening of quotes, and shall remain open for acceptance for a period of 60 Days following the Quote Date, or for such longer period of time that **OFFEROR** may agree to in writing upon request of the Agency.

§ 4. **OFFEROR** agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Offeror agrees to substantially complete the Work within 50 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

§ 5. **OFFEROR** agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$ 200.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted Contract Time for Substantial Completion, as provided in the Contract Documents.

§ 6. **OFFEROR** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fee, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 BASE QUOTE \$ \_\_\_\_\_  
(enter BASE QUOTE in figures only)

§ 6.1.1 ALTERNATE NO. 1 \$ \_\_\_\_\_ to be ADDED / DEDUCTED from BASE QUOTE.  
(circle one)

§ 6.1.2 ALTERNATE NO. 2 \$ \_\_\_\_\_ to be ADDED / DEDUCTED from BASE QUOTE.  
(circle one)

SC Contractor's License Number: \_\_\_\_\_  
Classification(s) & Limits: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

This Quote is hereby submitted on behalf of the Offeror named above.  
BY: \_\_\_\_\_  
(Signature of Offeror's Representative)  
\_\_\_\_\_  
(Print or Type Name of Offeror's Representative)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**SE-377**  
**MINOR CONSTRUCTION CONTRACT**

**AGENCY:** Horry-Georgetown Technical College

**PROJECT NAME:** HGTC - classroom electrical and data upgrades

**PROJECT NUMBER:** IFB0179-22

THIS AGREEMENT is made this the \_\_\_\_ day of \_\_\_\_ in the year Two Thousand \_\_\_\_ by and between

**NAME:** Horry-Georgetown Technical College

**ADDRESS:** 2050 Hwy 501 E  
Conway, SC 29526

hereinafter called the "Agency", and

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

hereinafter called the "Contractor."

WHEREAS, the Agency solicited for construction services, for the work description below:

**WORK DESCRIPTION:** \_\_\_\_\_

WHEREAS, Contractor submitted the lowest responsive and responsible quote to provide the services described above.

NOWHEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Agency and Contractor (hereinafter jointly referred to as the "parties") agree as follows:

**1. CONTRACT TERMS AND EXTENSIONS:**

- 1.1 The effective date of this agreement shall be the date at the top of this page. The Date of Commencement of the Work shall be \_\_\_\_, 20\_\_ . The Contract Time is established as \_\_\_\_ calendar days and shall be measured from the Date of Commencement.
- 1.2 The Contractor agrees that the Agency shall be entitled to withhold or recover from the Contractor Liquidated Damages in the amount of \_\_\_\_ for each Calendar Day the Contractor fails to achieve Substantial Completion of the Work within the Contract Time specified or adjusted as provided in the Contract Documents.
- 1.3 The Agency shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_, subject to additions and deductions as provided in the Contract documents.
- 1.4 The Construction project is subject to the expenditure limits set forth in SC Code § 11-35-1550 and further explained in the Manual for Planning and Execution of State Permanent Improvements, (the "Manual"). The cost for the original scope of the Contract combined with any modification to the Contract purporting to exceed the limit of \$100,000 is null and void.

**2. CONTRACT DOCUMENTS:**

- 2.1 Documents forming a part of the contract are:
  - 2.1.1 This Minor Construction Contract (SE-377);
  - 2.1.2 Agency purchase requisition form dated \_\_\_\_; and any modifications issued by the Agency pursuant to this Contract,
  - 2.1.3 The following other documents:
    - Project Drawings & Specifications dated \_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_

- 2.2 The Contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.
- 2.3 The Contract can only be modified by written agreement signed by both the Agency and the Contractor. The Contract Documents do not create a contractual relationship between the Contractor and any separate Contractor having a contract with the Agency; between the Agency and any subcontractor to the Contractor of any tier; or between any persons or entities other than the Agency and the Contractor.
- 2.4 The "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 2.5 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 2.6 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 2.7 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 2.7.1 The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (a) conditions bearing upon transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, electric power, and roads; (c) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (d) the conformation and conditions of the ground; and (e) the character of equipment and facilities needed preliminary to and during work performance.
- 2.7.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Agency, as well as from the drawings and specifications made a part of this contract.
- 2.7.3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Agency.
- 2.7.4 The Contractor acknowledges that it may be required to accept payment by electronic funds transfer (EFT).

### 3. AGENCY

- 3.1 The term "Agency" means the Agency or the Agency's Representative. Agency designates the individual listed below as its Representative, which individual has the authority and responsibility to bind the Agency with respect to all matters regarding the Contract and requiring the Agency's approval or authorization:

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

- 3.2 The Agency shall furnish, with reasonable promptness, information requested by the Contractor that is necessary for the performance of the Contract Services and under the Agency's control. Any information or documentation provided by the Agency to the Contractor relating to the Project or Site is provided only for the convenience of the Contractor. The Agency makes no representation or warranty to as to the sufficiency, completeness, or accuracy of such information.
- 3.3 Utility Access and Use:
- If this box is checked, the Agency shall allow the Contractor to use reasonable quantities of water and electricity for construction purposes without charge, as long as these utilities are available and in close proximity to the Work area. Contractor shall be conscientious in controlling excessive or frivolous use of the utilities or the Agency may charge the Contractor for wasteful usage.
- 3.4 Sanitary Facilities:
- The Contractor may use those sanitary facilities designated by the Agency as available for use.
- The Contractor may not use the Agency's sanitary facilities. The Contractor shall provide sanitary facilities at the job site and maintain same in a clean and sanitary condition for the use of its employees and employees of its subcontractors for the duration of construction. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health and Environmental Control.



- 3.5 Permits, Assessments, and Easements: The Agency shall secure and pay for all building permits, zoning permits, assessments, and easements except as required by the terms of the Contract.
- 3.6 Agency’s Architect-Engineer (A/E): The Agency may retain an independent A/E to prepare design documents for the work. In such event, the A/E will be a representative of the Agency during the performance of such work through final completion of such work. In the absence of an independent A/E, the Agency will assign one of its employees to act as A/E for the work. The Contractor shall cooperate with the A/E in the performance of its duties.
- 3.7 Construction by Agency: The Agency may do work with its own forces or award separate contracts for work on the same project. The Contractor shall allow access to the site by the Agency’s work force or separate Contractor(s) and shall cooperate in coordinating the progress of the work with the Agency. The Agency shall have the responsibility to coordinate the activities of the various Contractors working at the project location.

**4. CONTRACTOR**

4.1 The term “Contractor” means the Contractor or the Contractor’s Representative. Contractor designates the individual listed below as its Contractor’s Representative, which individual has the authority and responsibility to bind the Contractor with respect to all matters regarding the Contract and requiring the Contractor’s approval or authorization:

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

- 4.2 Supervision and Performance of the Work: The Contractor shall supervise, perform, and direct the Work, using the professional skill, care, and attention reasonably required for similar projects. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating the Work, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract and shall complete the Work in accordance with the Contract Documents and deliver the Work to the Agency free and clear of all liens and claims. The Contractor shall, at all times during the progress of the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the agreed to construction schedules.
- 4.3 Employee Discipline: The Contractor shall enforce discipline and good order among the Contractor’s and subcontractors’ employees, and other persons carrying out the Work. Contractor shall be responsible to the Agency for acts and omissions of the Contractor’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- 4.4 Safety: The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site of the Work or adjacent thereto.
- 4.5 Waste Materials and Rubbish: The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Work, the Contractor shall, to the Agency’s satisfaction, remove from and about the site, all waste materials, rubbish, surplus material, and Contractor’s tools, equipment, machinery.
- 4.6 Recycling: The Contractor shall give preference to the use of products containing recycled content in the performance of the Work. The Contractor shall cooperate with any recycling program established for the site of the work or available through the state or a political subdivision of the state.
- 4.7 Access to the Work: The Contractor shall provide the Agency with unrestricted access to the Work in preparation and progress wherever located.
- 4.8 Use of Site: The Contractor shall confine its operations to the portions of the site identified in the Drawings or otherwise approved by the Agency and shall not unreasonably encumber the portions of the site used for the Work with materials, equipment, or similar items. The Contractor and all subcontractors shall use only such entrances to the Site as are designated by the Agency. During occupied hours, Contractor shall limit construction operations to methods and procedures that do not adversely affect the environment of occupied spaces within the site, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting.

- 4.9 Correction of the Work:
- 4.9.1 The Agency shall have the right and authority to reject Work that does not conform to the Contract Documents. The Contractor shall promptly correct Work rejected by the Agency for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The provisions of this Section apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.
- 4.9.2 If the Contractor fails to correct the Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents or fails to carry out Work or provide information in accordance with the Contract Documents, the Agency may make written demand upon the Contractor to cure its defaults within seven days. Within seven days after receipt of the Agency's demand, the Contractor shall cure its defaults unless the default is such that it is not capable of cure within seven days. If the default is such that it is not capable of cure within seven days, the Contractor shall reach an agreement with the Agency on a plan to cure its defaults within five days after receipt of the Agency's demand. The Contractor shall commence and diligently and continuously pursue the cure of such defaults in accordance with the agreed plan. If the Contractor fails to cure its defaults as heretofore provided, the Agency may order the Contractor, in writing, to stop the Work, or any portion thereof, until the Contractor has eliminated the cause for such order or has provided the Agency with a plan for corrective action acceptable to the Agency. The right of the Agency to stop the Work shall not give rise to a duty on the part of the Agency to exercise this right for the benefit of the Contractor or any other person or entity.
- 4.9.3 Correction after Substantial Completion: If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The Contractor's obligation set forth in this Section 4.9.3 is in addition to the Contractor's obligations under Section 4.11.
- 4.9.4 Nothing contained in this Section 4.9 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of such time period as described in this Section 4.9 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 4.10 Manufacturers' Warranties: At Final Completion of the Work, the Contractor shall furnish the Agency two original complete sets of all manufacturers' warranties, guarantees, parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Work (collectively referred to as "*Manufacturers' Warranties*"), completed in favor of the Agency. These Manufacturers' Warranties are in addition to and not in lieu of the Contractor's warranty set forth in Section 4.11, and the Agency is entitled to look to the Contractor for remedy in all cases where the Contractor's warranty applies regardless of whether a Manufacturer's Warranty also applies. The Agency shall acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and the Contractor shall cause six (6) copies of an acknowledged set to be made and furnished to the Agency. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to the Agency than those terms that are standard for the applicable industries and will either be issued in the first instance in the name of and for benefit of the Agency or be in a freely assignable form and be assigned to the Agency without limitations.
- 4.11 Contractor Warranty: The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and Work will conform with the requirements of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Agency. The Contractor's warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or subcontractors, (iii) improper or insufficient maintenance or operation not the fault of the Contractor or those for whose acts the Contractor is responsible, or (iv) normal wear and tear under normal usage. If required by the Agency, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment and the recommended maintenance thereto to meet the requirements of this Section.
- 4.12 After completion of the Work but no later than the date of Substantial Completion, the Contractor shall submit operation and maintenance manuals, recommended spare parts lists, and copies of all warranties to the Agency. As-Built drawings shall be submitted no later than the Final Completion Date.
- 4.13 Compliance with Law:
- 4.13.1 The Contractor shall comply with and give all notices required by federal, state, county, and municipal laws, ordinances, regulations, and orders bearing on the performance by the Contractor of the duties or responsibilities under this Contract.



- 4.13.2 The Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention to the extent that the same results from its performance of the Work. The Contractor shall promptly, and in no event later than the close of the next business day following receipt, give notice to the Agency by telephone, with confirmation in writing, of receipt by the Contractor of any information relating to violations of laws, ordinances, rules, regulations, and orders.
- 4.14 Subcontractors:
- 4.14.1 The Contractor shall furnish in writing to the Agency for its approval the names of the subcontractors to whom the Contractor plans to award any portion of the Contract Services.
- 4.14.2 Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Contract Services to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Agency.
- 4.14.3 The Contractor shall be responsible to the Agency for acts and omissions of the subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, to the same extent as the acts or omissions of the Contractor hereunder.
- 4.15 Publicity: Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of agencies, without the prior written approval of the Agency.
- 4.16 Indemnification
- 4.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Agency and the Agency's agents and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 4.16.2 In claims against any person or entity indemnified under Section 4.16.1 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 4.16 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 4.17 Shop Drawings and Samples:
- 4.17.1 Contractor shall prepare or cause to be prepared shop drawings for fabricated items. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, brochures, and other data which are prepared by the Contractor, sub-Contractor, manufacturer, supplier, or distributor and depict that portion of the work. Shop drawings shall be submitted, reviewed, and approved by the Contractor prior to submitting to the Agency and A/E. Shop drawings approved by the Contractor shall bear a stamp denoting that they have been review and are "approved" or "approved as noted" or similar designation. Contractor shall submit the number of sets as specified in the plans or specifications or in the absence of a specification submit enough copies for the Agency to retain two copies plus the number desired to be returned to the Contractor. The Agency and A/E will review the shop drawings with reasonable promptness but only for conformity with the design.
- 4.17.2 Contractor shall submit samples as required by the Drawings and Specifications. Samples are physical examples furnished by the Contractor of sufficient size and quantity to provide a good representation of the material proposed to be installed. Samples submitted will not be returned unless requested by Contractor and agreed to by the A/E. The Contractor shall pay shipping costs. The final installed product shall match the approved sample.
- 4.18 Inspection and Testing of Materials:
- 4.18.1 The Contractor shall leave uncovered all areas of work that will be covered that are called out in the construction documents to be left uncovered, or the Agency or A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Agency and A/E of the time requested for an inspection of areas to be covered.
- 4.18.2 If the Contractor covers areas that were to be left uncovered, the Contractor shall cause the area to be uncovered for inspection. After being inspected, the Contractor shall repair the area with craftsmen skilled in the appropriate trades needed for the repair at no additional cost to the Agency.

#### 4.19 Substitutions:

4.19.1 The Contractor shall submit proposed substitutions to the Agency for the Agency's approval prior to execution of the Work.

4.19.2 Reference in the Contract 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. The Contractor may use the products of other another manufacturer provided it is an 'approved equal' that meets or exceeds the specification for the specified product. The Contractor must submit adequate information about the product to show that the submitted product meets the level of quality as the product specified.

4.19.3 The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval of the Agency.

4.20 Receiving and Storing Materials and Equipment: The Contractor shall have an authorized person or persons to receive all items delivered to the site of the Work and shall properly unload, check for completeness of shipment, and in-transit damage. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Contract documents or manufacturer's printed instructions for each product.

4.21 Schedule and Reports: Promptly after the award of the Contract, the Contractor shall present a construction schedule in a form satisfactory to the Agency. The schedule shall not exceed the time limits current under the Contract Documents. The Contractor shall update the schedule at appropriate intervals as required by the conditions of the Work, showing the actual progress of the Work and adjustment in completion dates. If the Work falls behind schedule, the Contractor shall present a plan for completion of the Work by the scheduled date for completion.

#### 4.22 Time for Completion:

4.22.1 If the Contractor is delayed at any time in the commencement or progress of the Work, the Contractor shall make a request for extension of time within seven days of the event giving rise to the request. The Contractor shall adequately document delays of the work that are due to circumstances beyond the control of the Contractor and shall submit the documentation to the Agency with a request for an extension. In the event of ongoing delay, the Contractor shall notify the Agency in its request for an extension of time that the cause of delay is ongoing. In such case, the Contractor shall supplement its request when the cause of delay ends or the project is completed, whichever is sooner.

4.22.2 The Agency will review each request for time extension and equitably adjust the time for completion where (1) the event of delay actually impacted the critical path of the project and was beyond the control of the Contractor, and (2) completion of the Work was actually delayed.

## 5. INSURANCE AND BONDS

5.1 Commercial General Liability, Business Automobile Liability, and Worker's Compensation: The Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Contractor from claims set forth below, which may arise out of or result from Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- g. claims for bodily injury or property damage arising out of completed operations; and
- h. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.17, Indemnification.



## 5.2 Property Insurance:

If this box is checked, Contractor shall provide the following:

5.2.1 **Builder's Risk Insurance:** Contractor shall purchase property insurance written on a builder's risk "all risk" or equivalent policy form on a replacement cost basis. Contractor shall maintain such property insurance until the Agency has made final payment for the Work or until no person or entity other than the Agency has an insurable interest in the property required by this Section 5.2 to be covered, whichever is later. This insurance shall include and be in an amount sufficient to cover at all times during the performance of the Work, the interests of the Contractor, Subcontractors and Sub-subcontractors in the Project. The property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

5.2.2 **Equipment Breakdown Insurance:** In the event the Contractor installs and runs and/or operates (whether for testing or other purposes) heating, air conditioning, and electrical machinery and equipment, the Contractor shall purchase and maintain equipment breakdown (boiler and machinery) insurance, which shall specifically cover such objects during installation and until final acceptance by the Agency. This insurance shall include interests of the Agency, Contractor, and subcontractors at any tier in the Work, and the Agency and Contractor shall both be named insured.

5.2.3 Before an exposure to loss may occur, the Contractor shall file with the Agency a copy of each policy that includes insurance coverage required by this Section 5.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

5.2.4 **Waiver of Subrogation:** The Agency and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 5.2 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor. The Agency or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees, each of the other, by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## 5.3 Performance and Payment Bonds:

If this box is checked, prior to beginning work, the Contractor shall deliver to the Agency a Performance Bond and a Labor & Material Payment Bond. Each bond shall be in the amount of 100% of the Contract Sum. The Contractor's Performance Bond shall be in the form of the SE-355, Performance Bond, and the Labor & Material Payment Bond shall be in the form of the SE-357, Labor & Material Payment Bond. The surety company providing the Bonds 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." Contractor's failure to provide bonds as herein required shall be an event of default justifying the Agency, in its sole discretion, in terminating this Contract for cause.

## 6. CONTRACT ADMINISTRATION

## 6.1 Changes in the Work:

6.1.1 Any changes in the work must be approved by the Agency and executed by a modification to the Agency purchase requisition form. The modification must be signed by the Contractor and Agency.

6.1.2 At the Agency's request, the Contractor shall prepare a proposal to perform the work of a proposed modification 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. The Agency's request shall include any revisions to the Drawings or Specifications necessary to define the changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Agency and Architect along with all substantiating documentation.

6.1.3 In the absence of a total agreement concerning the item(s) for a contract modification, a Construction Change Directive shall be used.



#### 6.1.4 Agreed Overhead and Profit Rates:

For any adjustment to the Contract Sum for which overhead and profit may be recovered, the combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- a. For the Contractor, for Work performed by the Contractor's own forces, not to exceed seventeen (17%) percent of the Contractor's actual costs.
- b. For the Contractor, for Work performed by the Contractor's Subcontractors, not to exceed ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit.)
- c. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, not to exceed seventeen (17%) percent of the Subcontractor's actual costs.

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

#### 6.2 Payments:

- 6.2.1 Contractor may submit monthly applications for payment for the Work scheduled to last two months or more in duration. Contractor shall submit only one application for payment for the Work scheduled to last less than two months in duration.
- 6.2.2 If the Contractor intends to submit more than one application for payment, the Contractor shall submit to the A/E, within ten days of Contract award, 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 A/E may require. This schedule, unless objected to by the A/E, shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall base its monthly applications for payment on work completed up to the date of the application using the approved schedule of values. The sum of all payments to the Contractor shall not exceed the agreed upon cost of the work set forth in the Minor Construction Contract as adjusted by subsequent modifications to the Contract, if any.
- 6.2.3 Contractor's applications for payment may include materials suitably stored on site for use in the Work provided the Contractor submits:
  - a. Proof of purchase & delivery;
  - b. Documentation showing the location of the material;
  - c. Certificate of insurance for the material with adequate coverage showing the Agency as the certificate holder.
- 6.2.4 The Agency will make payments to the Contractor for completed work based on the actual units or quantity of work completed. The Agency will make payments on the undisputed amounts of an application for payment within 21 days of receipt of the application.
- 6.2.5 Subcontractor Payments (Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended): The Contractor shall pay each subcontractor no later than seven (7) days after receipt of payment from the Agency the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. By appropriate agreement with its subcontractors, the Contractor shall require each subcontractor to make payments to Sub-subcontractors in a similar manner.
- 6.2.6 If the Agency does not pay the Contractor within seven (7) days after the time established in Section 6.2.4 the undisputed amount of a payment request, then upon seven (7) additional days written notice to the Agency, the Contractor may stop the Work until the Contractor has received payment of the undisputed amount owing. The Contract Time and the Contract Sum shall be equitably adjusted 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.
- 6.2.7 Retainage: The Agency, at its option, may withhold retainage as provided in SC Code § 11-35-3030(4).
- 6.2.8 Final Payment: Upon final payment by the Agency to the Contractor for the Work, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises shall vest in the Agency at no additional cost, free and clear of all any liens and encumbrances created or caused by the Contractor.
- 6.2.9 Withholding of Payments: Payments may be withheld to the extent of, and on account of:
  - a. defective Work not remedied, or Work not performed in accordance with the Contract Documents;
  - b. claims filed by third parties;
  - c. failure of the Contractor to make payments promptly to the subcontractors for labor, materials, or equipment;
  - d. persistent failure to carry perform the Work in accordance with the Contract Documents;



- e. failure by the Contractor to perform its obligations under the Contract Documents; or
- f. a default by the Contractor under the Contract Documents.

The Agency shall promptly notify the Contractor of any reason for withholding payment.

- 6.3 Completion and Closeout: Upon Final Completion of all Work, the Contractor shall notify the Agency of its completion. The Agency shall schedule a Final Inspection and allow the Contractor to demonstrate that all equipment and systems operate as designed. The Agency may elect to have other persons, firms or agencies participate in the inspections. Projects exceeding the Agency's construction procurement certification level shall require an inspection by the Office of State Engineer (OSE) and the State Engineer's issuance of a Certificate of Occupancy. (The Contractor may find Agency construction certification limits on Procurement Services website at <https://procurement.sc.gov/agency/audits/cert-limits>) Final payment will not be due nor retained funds released until:
- a. the Agency agrees that the project is complete;
  - b. OSE or the Agency, whichever has authority, issues a Certificate of Occupancy (SE-585); and
  - c. the Agency receives from the Contractor the following:
    - (1) Affidavit of payment of debts and claims;
    - (2) Consent of Surety, if any, to final payment.

## 7. DISPUTE RESOLUTION

- 7.1 Both parties shall attempt to resolve disputes through good faith negotiations.
- 7.2 All disputes, claims, or controversies relating to the Contract, that cannot be resolved through good faith negotiations between the parties 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 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. As used herein, "the State" includes the Agency and the State Fiscal Accountability Authority.
- 7.3 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 Agency 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.
- 7.4 Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's 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.
- 7.5 Continuation of Work: Pending final resolution of any dispute under this Contract, the Contractor will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the Agency will continue to make payments of undisputed amounts in accordance with the Contract Documents.

## 8. LIMITATION OF LIABILITY

- 8.1 Notwithstanding any other provision of the Contract Documents, but subject to a duty of good faith and fair dealing, the Contractor and Agency waive Claims against each other for listed damages arising out of or relating to this Contract. This mutual waiver includes:
- 8.1.1 For the Agency, 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) reasonable attorney's fees, (vii) any interest, except to the extent allowed by Section 6.3 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency, and (x) damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 8.1.2 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) reasonable attorney's fees, (vi) any interest, except to the extent allowed by Section 6.3 (Interest); (vii) unamortized equipment costs; and (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Agency.

- 8.2 This mutual waiver is applicable, without limitation, to all listed damages due to either party's termination in accordance with Section 11. Nothing contained in this Section 8 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 4.16 (Indemnification).

## 9. HAZARDOUS MATERIALS

### 9.1 Contractor's Responsibilities with Respect to Hazardous Materials:

9.1.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 2.7 and not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Agency of the condition. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.

9.1.2 Upon receipt of the Contractor's notice, the Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Agency and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- 9.2 Hazardous Materials Introduced to the Site by Contractor: If the Contractor, its subcontractors, and any party for whom they may be liable, introduces any Hazardous Materials to the Site then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, and/or other remedial action required by applicable law. If any Mold occurs within the Site as the result of the negligent implementation of the Project or the improper functioning of the Conservation Measures, then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, or other remedial action required by applicable law. Except as to the Contractor's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the Agency.

## 10. MISCELLANEOUS PROVISIONS

- 10.1 Governing Law: This Contract shall be governed by the laws of South Carolina, except its choice of law rules.
- 10.2 Severability: If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 10.3 No Waiver: No course of dealing or failure of the Agency and/or the Contractor to enforce strictly any term, right or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 10.4 Rights Cumulative: Except as otherwise provided in this Contract, (i) rights and remedies available to the Agency and/or the Contractor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Agency and/or the Contractor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- 10.5 Notices: Any notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be sent to the representatives identified in the Part G of the Agreement at the addresses provided therein. The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein provided for.

- 10.6 **Economic Conflict of Interest:** A Contractor shall not have or exercise any official responsibility regarding a public contract in which the Contractor, or a business with which he is associated, has an economic interest. A person working for Contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If Contractor is asked by any person to violate, or does violate, either of these restrictions, Contractor shall immediately communicate such information to the Agency Representative. The State may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms “business with which he is associated,” “economic interest,” “family member,” “immediate family,” “individual with whom he is associated,” “official responsibility” and “person” have the meanings provided in SC Code § 8-13-100.
- 10.7 **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 SC Code § 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](http://www.procurement.sc.gov))
- 10.8 **Drug-Free Workplace:** The Contractor certifies to the Agency that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 10.9 **False Claims:** According to the SC Code § 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.
- 10.10 **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 (SC Code § 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. (SC Code § 11-1-40)
- 10.11 **Enforcement and Interpretation of Building Codes:** As required by SC Code § 10-1-180), OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Agency and OSE for resolution. When the amount of the contract exceeds the construction procurement certification of the Agency, the Contractor shall not commence the Work before receiving a copy of the Building permit issued by OSE. (The Contractor may find Agency construction certification limits on Procurement Services website at <https://procurement.sc.gov/agency/audits/cert-limits>)
- 10.12 **Assignment:** The Agency and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements and obligations contained in this Contract. 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 SC Regulation 19-445.2180. 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.
- 10.13 **Open Trade:** 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 § 11-35-5300.

## 11. SUSPENSION OR TERMINATION

- 11.1 **Agency Right of Suspension:** The Agency may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Agency. Except in the event of suspension due to a default of the Contractor, the Contract sum will be equitably adjusted to reflect reasonable costs actually incurred by the Contractor due to delay or interruption resulting from such suspension.

11.2 Agency Right of Termination:

11.2.1 Termination for Cause: If the Contractor defaults, persistently fails or neglects to perform the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the Contractor. If the Contractor fails to cure such default, failure, or neglect within fifteen days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract and take possession of the area at the Site affected by the Work.

11.2.2 Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work, or terminate this entire Contract, by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the Contractor for Work actually performed before the date of termination. No payments shall be made for Work not actually performed, and no payment shall be made or due for lost profits on account of Work not performed.

11.3 Contractor Right of Termination:

11.3.1 The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the Contractor, for a period of time exceeding 60 consecutive calendar days due to a court order or other public authority having jurisdiction; or a Declared National emergency which requires the work to be stopped.

11.3.2 Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section 6.2.9, if the Agency fails to make payments to the Contractor as set forth in Section 6.2 and any other applicable provisions of the Contract Documents, the Contractor may, upon thirty (30) days' prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all Work performed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Work for the Contract Services performed through the date thereof.

**AGENCY:**

**CONTRACTOR:**

BY: \_\_\_\_\_  
*(Signature of Representative)*

BY: \_\_\_\_\_  
*(Signature of Representative)*

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

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

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

# SE-355 PERFORMANCE BOND

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: Horry-Georgetown Technical College  
Address: 2050 Hwy 501 E  
Conway, SC 29526

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: HGTC - Classroom electrical and data upgrades

State Project Number: IFB0179-22

Brief Description of Awarded Work: Supply, deliver, and install new data and electric for upgraded classroom technology  
in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: Horry-Georgetown Technical College

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

BOND NUMBER \_\_\_\_\_

### CONTRACTOR

By: \_\_\_\_\_  
(Seal)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: \_\_\_\_\_

### SURETY

By: \_\_\_\_\_  
(Seal)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_  
*(Attach Power of Attorney)*

Witness: \_\_\_\_\_

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



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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
  - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
  7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall 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: Horry-Georgetown Technical College

Address: 2050 Hwy 501 E  
Conway, SC 29526

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: HGTC - Classroom electrical data upgrades

State Project Number: IFB0179-22

Brief Description of Awarded Work: Supply, deliver, and install new data and electric for upgraded classroom technology  
in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: Horry-Georgetown Technical College

Address: \_\_\_\_\_

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

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

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

BOND NUMBER \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
(Seal)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_  
(Seal)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_  
*(Attach Power of Attorney)*

Witness: \_\_\_\_\_

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

**SE-357****LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
  2. With respect to the Agency, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
    - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
    - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
    - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
    - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
  5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 5.2 Pay or arrange for payment of any undisputed amounts.
    - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
  6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
  7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
  9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
  11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
  - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
  - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-381

CHANGE ORDER NO.: \_\_\_\_\_

**CHANGE ORDER TO MINOR CONSTRUCTION CONTRACT**

AGENCY: Horry-Georgetown Technical College

PROJECT NAME: HGTC - Classroom electrical and data upgrades

PROJECT NUMBER: IFB0179-22

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. Initial Date for Substantial Completion:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order		0 Days
5. New Date for Substantial Completion:		

**AGENCY ACCEPTANCE AND CERTIFICATION:**

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*

Print Name of Representative: \_\_\_\_\_

Change is within Agency Construction Contract Change Order Certification of: \$ \_\_\_\_\_ Yes  No

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
*(OSE Project Manager)*

**SUBMIT THE FOLLOWING TO OSE**

1. SE-381, completed and signed by the Agency.
2. SE-381, Page 2, completed and signed by the Contractor, A/E and Agency, with back-up information to support request.



**CHANGE ORDER REQUEST SUMMARY – MINOR CONSTRUCTION**

**AGENCY:** Horry-Georgetown Technical College

**PROJECT NAME:** HGTC - Classroom electrical and data upgrades

**PROJECT NUMBER:** IFB0179-22

**CONTRACTOR:** \_\_\_\_\_

This Contract is requested to be changed as follows: *(Insert description of change in space provided below.)*

**ADJUSTMENTS IN THE CONTRACT TIME:** Requested Change in Days for this Change Order: \_\_\_\_\_ Days

			(1) Contractor	(2) Subcontractor	(3) TOTAL
<b>Direct Costs</b> (provide back-up, including hourly rates, invoices, manhours, etc.)	1.	Labor			
	2.	Materials (including Sales Tax)			
	3.	Rental Charges			
	4.	Subtotal Direct Costs (sum lines 1 – 3)	\$ 0.00	\$ 0.00	\$ 0.00
<b>Contractor Markup</b> (per AIA A201, Section 7.1.5)	5.	Contractor OH&P (Not to Exceed 17% of line 4, col 1)			
	6.	Subcontractor's OH&P (Not to Exceed 17% of line 4, col 2)			
	7.	Contractor markup on Subcontractor (Not to Exceed 10% of line 4, col 2)			
	8.	Total Contractor Markup (sum lines 5 – 7)	\$ 0.00	\$ 0.00	\$ 0.00
<b>Additional Bonding, Insurance and Permit Costs Associated with Change Order</b>	9.	Bonds			
	10.	Insurance			
	11.	Permits, Licenses or Fees			
	12.	Subtotal (sum lines 9 – 11)	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	13.	Change Order Cost (sum lines 4, 8, 12, col 3)			\$ 0.00

**ADJUSTMENTS IN THE CONTRACT SUM:** Requested Amount of this Change Order: \$ \_\_\_\_\_

**CONTRACTOR ACCEPTANCE:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*

Print Name of Representative: \_\_\_\_\_

**A/E RECOMMENDATION FOR ACCEPTANCE:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*

Print Name of Representative: \_\_\_\_\_

**AGENCY ACCEPTANCE:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*

Print Name of Representative: \_\_\_\_\_

**Instruction to Contractor:** Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.



## HGTC – Classroom Electric and Data Upgrades

Project Number: IFB0179-22

### SCOPE OF WORK

#### **HISTORY**

Horry-Georgetown Technical College is a two-year, public college offering more than 70 associate degrees, diplomas, and certificate programs. The College is located in the coastal region of South Carolina and has three campuses, one in Georgetown, Conway, and on the Grand Strand (Myrtle Beach), as well as, offers Distance Learning options for students. The College has approximately 8,400 students enrolled for the Fall 2022 term.

#### **OBJECTIVE**

HGTC is upgrading our classroom technology on all three of our campuses located in Conway, Grand Strand and Georgetown, SC. The new equipment has been received by the facility, but the College is seeking proposals to provide a total cost solution of a contractor to furnish material and labor to install and/or relocation of electrical outlets and data cabling in classrooms at all three of its campuses.

You will find specifications, a listing of room numbers, bid documents and enclosed in this package. We will be hosting a mandatory walkthrough on Thursday October 20th for you to have a better understanding of what is needed to perform the duties of this project. Request for Quotes are by invitation only.

1. We estimate the following and would like you to please use these numbers while creating your quote:
  - a. Data for classroom podiums – 68
  - b. Data for wall – 242
  - c. Electrical Outlets – 406
  - d. Data above includes a 3% increase in case of counting error.
2. 73 classrooms are drywall, and 42 classrooms are concrete block.
3. Vendor must terminate the data cables to the network patch panel. HGTC IT staff will take care of patching from the patch panel to the switches.
4. Equipment will operate on 120-volt 20-amp circuits. Most will need to be surface mounted so wire mold for electrical & cabling will be needed. Color would be beige.
5. **Data Cable Standard** - Unshielded Cat6A plenum – Pure Copper

6. Each cable run may only be a maximum of 300 feet.
7. Vendor to supply keystone and wall jacks.
8. Receptacle circuits should be raised to the monitor height.
9. Vendor to label and provide documentation of each cable in the classroom to the patch panel.
10. HGTC wishes to have job completed no later than January 16, 2023.
11. Vendor will be able to work nights, weekends and during the time when the College is closed for the holidays.
12. We will require a work schedule to make sure that each classroom is taken off-line when Offeror is scheduled to be in a classroom. This can be coordinated as we go.
13. Bid Bond is required with your proposal.
14. For fire wall penetration sealing - use fire retardant caulk.

# Horry Georgetown Technical College

## Conway, Grand Strand & Georgetown Campuses

### Phase I Audiovisual Upgrade AV Infrastructure Drawing Set

ROVE

AV Infrastructure  
Drawing Set

Customer Information

Customer Name

Customer Address

Customer Phone

Customer Email

Customer Number

Project Name

Project Location

Project Start Date

Project End Date

Project Manager

Project Status

Project Budget

Project Risk

Project Notes

Project History

Project Documents

Project Reports

Project Meetings

Project Communications

Project Contacts

Project Tools

Project Templates

Project Forms

Project Checklists

Project Manuals

Project Guides

Project FAQs

Project Glossary

Project Index

Project Search

Project Help

Project About

1. All dimensions are in millimeters unless otherwise specified.  
 2. All dimensions are to the center of the component unless otherwise specified.  
 3. All dimensions are to the maximum extent of the component unless otherwise specified.  
 4. All dimensions are to the minimum extent of the component unless otherwise specified.  
 5. All dimensions are to the nominal value unless otherwise specified.  
 6. All dimensions are to the actual value unless otherwise specified.  
 7. All dimensions are to the theoretical value unless otherwise specified.  
 8. All dimensions are to the manufacturing tolerance unless otherwise specified.  
 9. All dimensions are to the assembly tolerance unless otherwise specified.  
 10. All dimensions are to the final assembly tolerance unless otherwise specified.

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**ROVE**  
 ROVE ENGINEERING  
 10000 W. 10th Ave. Suite 100  
 Golden, CO 80401  
 Phone: 303.440.1000  
 Fax: 303.440.1001  
 Email: info@rove.com  
 Website: www.rove.com

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**Customer Information**  
 Project Name: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Customer Phone: \_\_\_\_\_  
 Project Completion Date: \_\_\_\_\_

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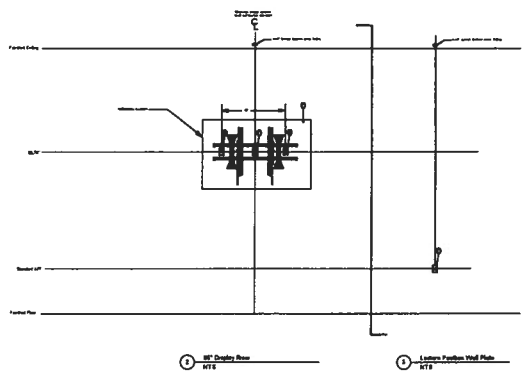
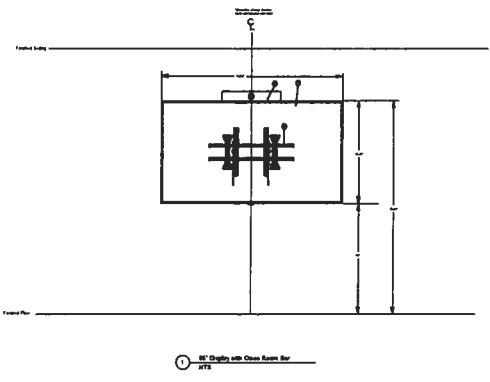
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 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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**Revision History**  
 No. | Description | Date | By | App.


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**AV200**  
 AV200-01



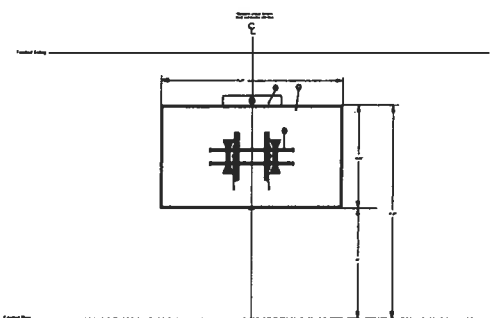
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**Notes:**

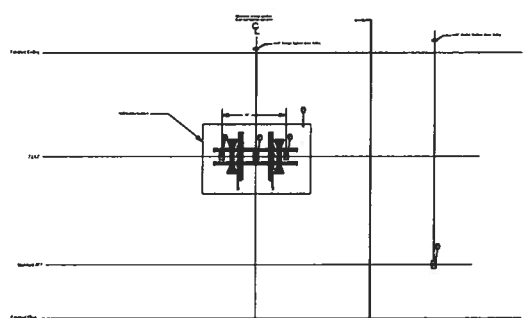
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2. All dimensions are to the center of the hole unless otherwise specified.
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10. All dimensions are to the center of the hole unless otherwise specified.



1 81" Display with Center Flush Bar  
NYS



1 81" Display Floor  
NYS

2 Letter Position Wall Plate  
NYS

Typical of 4

**Customer Information**

Part Number: AV201

Customer Number: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Project Status: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Project Engineer: \_\_\_\_\_

Project Designer: \_\_\_\_\_

Project Checker: \_\_\_\_\_

Project Approver: \_\_\_\_\_

Project Date: \_\_\_\_\_

Project Version: \_\_\_\_\_

Project Revision: \_\_\_\_\_

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Project Revision: \_\_\_\_\_

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Project Approver: \_\_\_\_\_

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Project Approver: \_\_\_\_\_

AV201



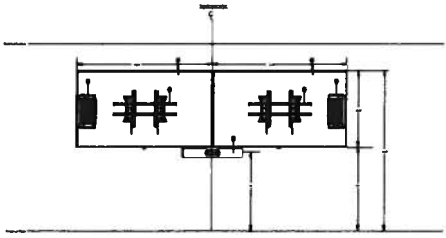
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 2. All dimensions are in millimeters unless otherwise stated.  
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 4. All dimensions are in millimeters unless otherwise stated.  
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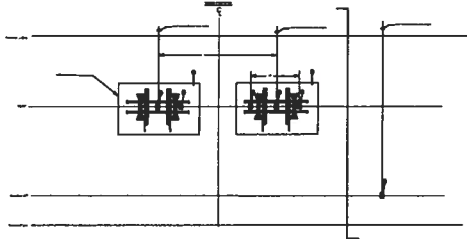
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 ROVE GROUP  
 ROVE GROUP

Customer Information  
 Project Name  
 Project Location  
 Project Number



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 2. All dimensions are in millimeters unless otherwise stated.

Typical of 6



1. The drawings are to be read in accordance with the following notes:  
 2. All dimensions are in millimeters unless otherwise stated.

Customer Information

Project Name

Project Location

Project Number

Project Description

Project Status

Project Start Date

Project End Date

Project Manager

Project Engineer

Project Designer

Project Checker

Project Approver

Project Date

Project Version

Project Revision

Project Change

Project Comment

Project Note

Project Remark

Project Detail

Project Drawing

Project Sheet

Project Page

Project Total

Project Count

Project List

Project Table

Project Form

Project Report

Project Document

Project File

Project Folder

Project Path

Project Drive

Project Root

Project Base

Project Source

Project Target

AV202

12



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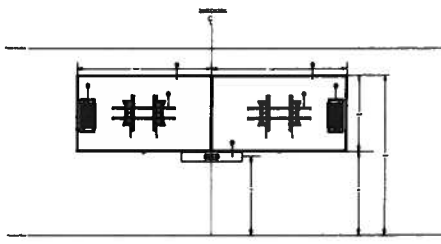
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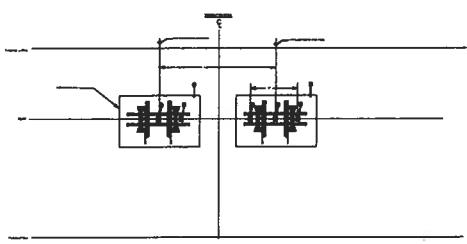
ROVE  
 Rotor & Valve Engineering  
 10000 10th Street, Suite 100  
 Denver, CO 80231  
 Phone: 303.755.1000  
 Fax: 303.755.1001  
 Email: info@rove.com

Customer Information  
 Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Customer City: \_\_\_\_\_  
 Customer State: \_\_\_\_\_  
 Customer Zip: \_\_\_\_\_  
 Customer Phone: \_\_\_\_\_  
 Customer Email: \_\_\_\_\_

Project Information  
 Project Name: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Project Start Date: \_\_\_\_\_  
 Project End Date: \_\_\_\_\_



1. Side View of Valve and Actuator Assembly



2. Side View of Valve and Actuator Assembly

Revision History  
 Revision Number: \_\_\_\_\_  
 Revision Description: \_\_\_\_\_  
 Revision Date: \_\_\_\_\_  
 Revision By: \_\_\_\_\_

AV204



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 Fax: (303) 751-1001  
 Email: info@rove.com

Project Name: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Project Start Date: \_\_\_\_\_  
 Project End Date: \_\_\_\_\_

Customer Information

Customer Name

Customer Address

Customer Phone

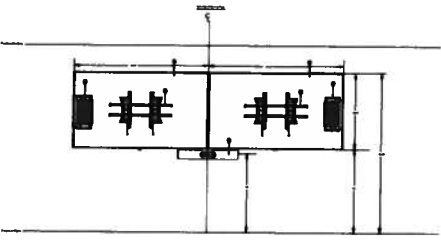
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Project Description

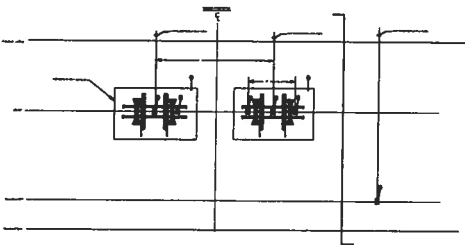
Project Location

Project Start Date

Project End Date



1. Busbar and Terminal Block



1. Busbar and Terminal Block  
 2. Breaker and Terminal Block

Date: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_

Title: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Project Start Date: \_\_\_\_\_  
 Project End Date: \_\_\_\_\_

AV206

Scale: \_\_\_\_\_  
 Revision: \_\_\_\_\_



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Customer Information

Customer Name

Address

City/State/Zip

Project Completion Date

Project No.

Revision

Drawn By

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Project Name

Project Location

Project Description

Project Status

Project Manager

Project Engineer

Project Designer

Project Checker

Project Approver

Project Date

Project Version

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Project Modify

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Project Close

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Project Help

Project About

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Project Support

Project Contact

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Project Release

Project Waiver

Project Assent

Project Consent

Project Approval

Project Authorization

Project Permission

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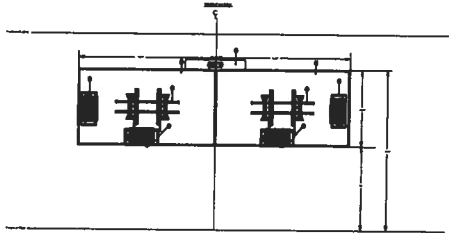


Fig. 1. Control Panel for Motor

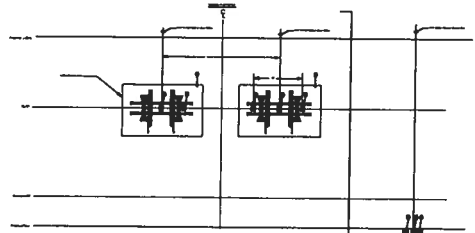


Fig. 2. Control Panel for Motor

AV207

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AV208  
 Revision 1  
 Date: 08/11/2020



ROVE  
 ROVE ENGINEERING  
 10000 W. 10th Ave., Suite 100  
 Denver, CO 80202  
 Phone: 303.751.1000  
 Email: info@rove.com

Project Name: [Blank]  
 Project Number: [Blank]  
 Customer Name: [Blank]

Customer Information

Customer Name: [Blank]

Customer Number: [Blank]

Project Name: [Blank]

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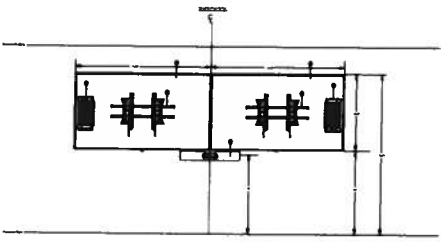


Fig. 1.01. Inside of Control Cabinet

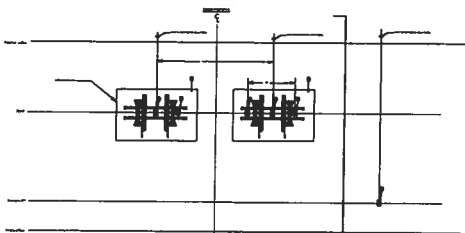


Fig. 1.02. Inside of Control Cabinet and 24VDC Power Supply

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 Date: [Blank]

Drawn by: [Blank]  
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AV208

Part No.: [Blank]  
 Rev: [Blank]



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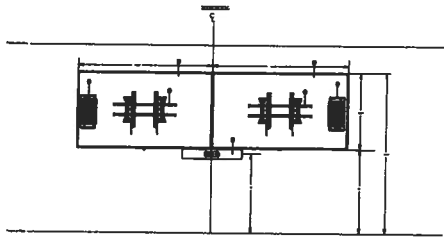
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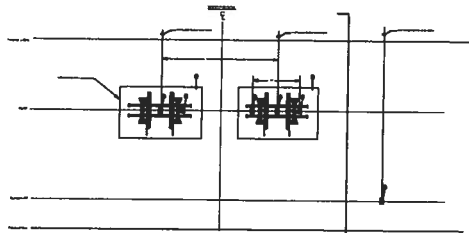
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1. Schnitt durch die Vakuumkammer



2. Schnitt durch die Vakuumkammer mit elektrischer Anschaltung

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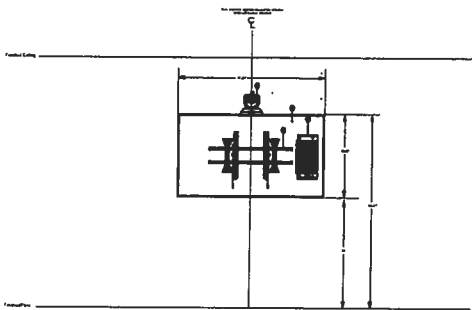
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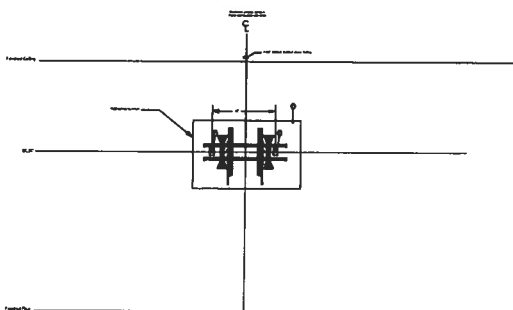
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ROVE



60° Spur Vial Drivley Gear  
AV21



60° Spur Vial Drivley Gear  
AV2

Customer Information

Customer Number

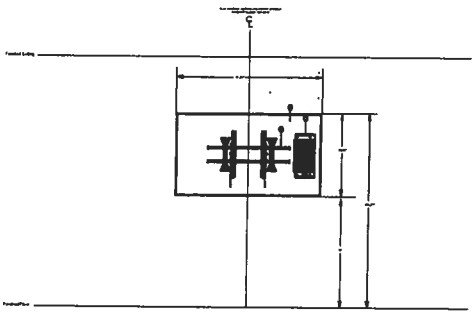
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AV211

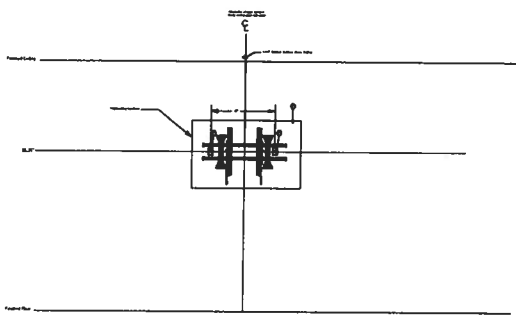


1. All dimensions are in millimeters unless otherwise specified.  
 2. All dimensions are to the center of the hole or the center of the shaft unless otherwise specified.  
 3. All dimensions are to the maximum material condition unless otherwise specified.  
 4. All dimensions are to the minimum material condition unless otherwise specified.  
 5. All dimensions are to the nominal condition unless otherwise specified.  
 6. All dimensions are to the actual condition unless otherwise specified.  
 7. All dimensions are to the average condition unless otherwise specified.  
 8. All dimensions are to the maximum material condition unless otherwise specified.  
 9. All dimensions are to the minimum material condition unless otherwise specified.  
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 6. All dimensions are to the actual condition unless otherwise specified.  
 7. All dimensions are to the average condition unless otherwise specified.  
 8. All dimensions are to the maximum material condition unless otherwise specified.  
 9. All dimensions are to the minimum material condition unless otherwise specified.  
 10. All dimensions are to the nominal condition unless otherwise specified.



① 67 Floor Wall Double Door  
 HTS



① 67 Floor Wall Double Door  
 HTS

Typical of 2

<b>Customer Information</b> Customer Name: _____ Customer Address: _____ Customer Phone: _____ Customer Email: _____ Project Completion Date: _____									
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Rev.	Description								
<b>Approval</b> Design: _____ Check: _____ Draw: _____ Date: _____									
<b>Product Information</b> Part Number: AV212 Description: _____ Material: _____ Finish: _____ Weight: _____ Dimensions: _____									

Small rectangular box containing illegible text or a stamp in the top left corner.

**ROVE**  
Logo and name of the company.

Logo and name of the company.

Customer Information

Customer Number

Project Completion Date

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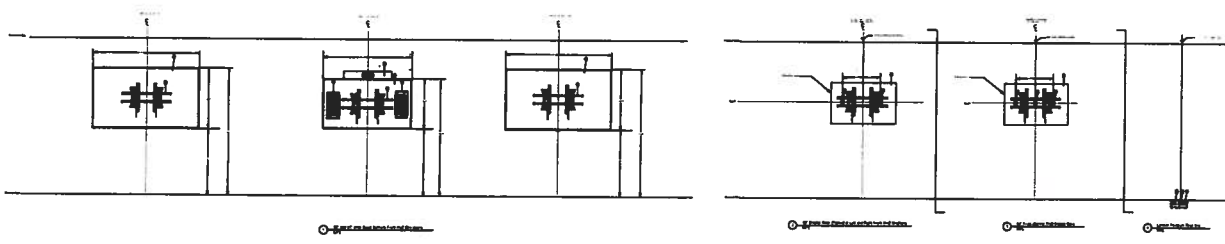
Project Completion Date

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Project Completion Date



AV213

**Notes:**

1. All dimensions are in feet and inches.
2. All materials are to be of the highest quality available.
3. All work is to be done in accordance with the latest editions of the following specifications:
  - A. AISC Steel Construction Manual, 13th Edition
  - B. ACI 308R-90, Concrete Reinforcing Steel Institute
  - C. AWS D1.1, Structural Steel Welding
  - D. ASCE 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures
  - E. FEMA 451, Seismic Design Manual for Steel Moment Resisting Frames
4. All steel members are to be painted with a rust-inhibiting primer and a two-coat system of high quality paint.
5. All connections are to be made in accordance with the latest editions of the following specifications:
  - A. AISC 358, Prequalified Connections
  - B. AISC 341, Seismic Provisions for Structural Steel Buildings
6. All steel members are to be fabricated and erected in accordance with the latest editions of the following specifications:
  - A. AISC 360, Specification for Structural Steel Buildings
  - B. AISC 305, Allowable Stress Design and Plastic Design
7. All steel members are to be erected in accordance with the latest editions of the following specifications:
  - A. AISC 360, Specification for Structural Steel Buildings
  - B. AISC 305, Allowable Stress Design and Plastic Design
8. All steel members are to be erected in accordance with the latest editions of the following specifications:
  - A. AISC 360, Specification for Structural Steel Buildings
  - B. AISC 305, Allowable Stress Design and Plastic Design

**REVISIONS:**

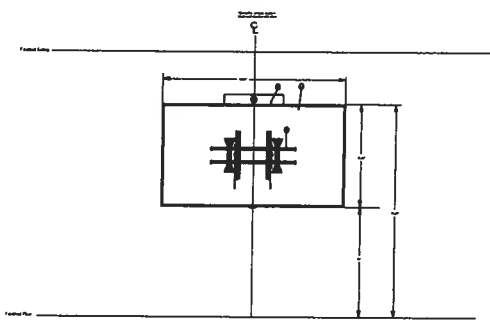
No.	Description
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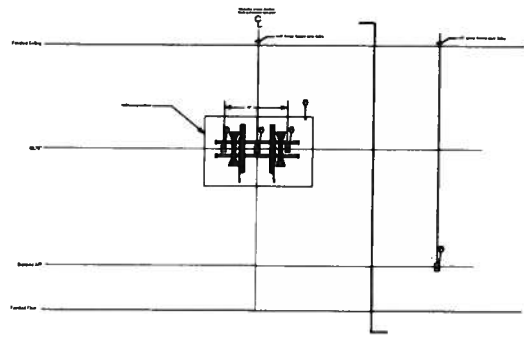
**ROVE**  
 R.O.V.E. ENGINEERING  
 10000 E. 1st Avenue, Suite 100  
 Denver, CO 80231  
 Phone: (303) 751-1000  
 Fax: (303) 751-1001  
 Email: info@rove.com  
 Website: www.rove.com

**Customer Information**

Project Name: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Project Completion Date: \_\_\_\_\_



① 12" Diameter with Group Rebar Bar  
 R12



① 12" Diameter Rebar  
 R12

① Locking Position Yield Plate  
 R12

Typical of 15

**AV300**

12





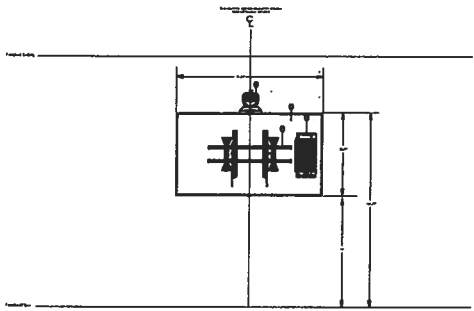


1. All dimensions are in millimeters unless otherwise specified.  
 2. All dimensions are to be taken from the center line of the shaft unless otherwise specified.  
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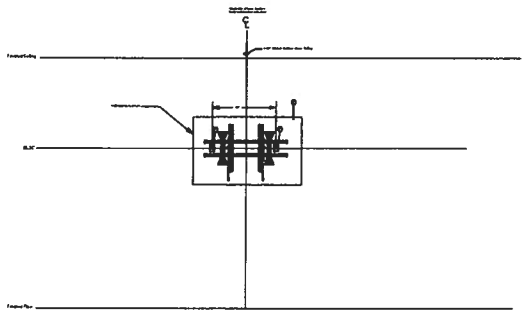
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ROVE  
 ROVE ENGINEERING  
 10000 10th Street  
 Dallas, TX 75243  
 Phone: (214) 343-1000  
 Fax: (214) 343-1001  
 Email: info@rove.com  
 Website: www.rove.com



① 42" Four Vial Double Detector  
 NTE



② 42" Four Vial Double Detector  
 NTE

Typical of 2

Customer

Formulation

Customer Number

Invoice For

Invoice Number

Project Completion Date

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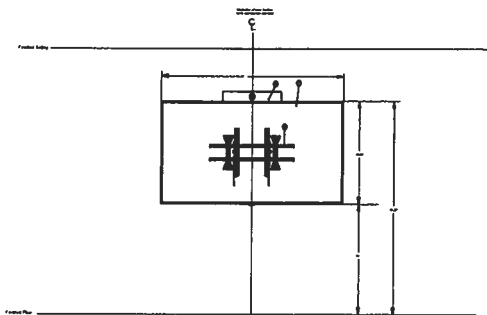
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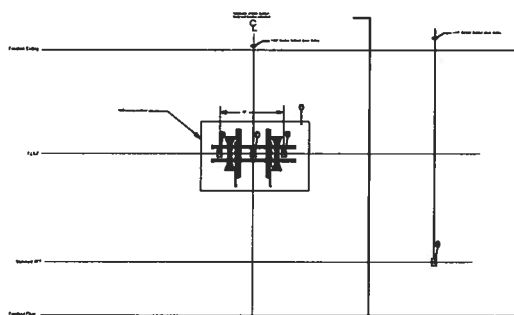


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1. 10" Shaft with Central Hub Bar  
 HTA



1. 10" Shaft Bar  
 HTA

1. Locking Pinion VSB Pin  
 HTA

Typical of 2

Customer Information

Customer Name

Customer Address

Customer Phone

Customer Email

Project Completion Date

Project Location

Project Description

Project Status

Project Manager

Project Engineer

Project Designer

Project Checker

Project Approver

Project Date

Project Version

Project Revision

Project Change

Project Comment

Project Note

Project Remark

Project Detail

Project Specification

Project Requirement

Project Constraint

Project Limitation

Project Assumption

Project Risk

Project Opportunity

Project Challenge

Project Problem

Project Solution

Project Outcome

Project Result

Project Impact

Project Benefit

Project Cost

Project Time

Project Quality

Project Safety

Project Health

Project Environment

Project Culture

Project Values

Project Beliefs

Project Attitudes

Project Behaviors

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Project Conclusions

Project Recommendations

Project Suggestions

Project Advice

Project Guidance

Project Support

Project Assistance

AV401

Page 1 of 1

Date: 11/11/2011

Time: 10:00 AM

Location: Houston, TX

Project: AV401

Client: AV401

Contract: AV401

Order: AV401

Invoice: AV401

Receipt: AV401

Statement: AV401

Proposal: AV401

Quote: AV401

Agreement: AV401

Contract: AV401

Order: AV401

Invoice: AV401

Receipt: AV401

Statement: AV401

Proposal: AV401

Quote: AV401

Agreement: AV401

Contract: AV401

Order: AV401

Invoice: AV401

Receipt: AV401

Statement: AV401

Proposal: AV401

Quote: AV401







1. All work shall be in accordance with the latest edition of the National Electrical Code (NEC) and all applicable local codes and ordinances.  
 2. All work shall be done in accordance with the manufacturer's instructions for the equipment.  
 3. All work shall be done in accordance with the applicable portions of the National Electrical Safety Code (NESC).  
 4. All work shall be done in accordance with the applicable portions of the National Fire Protection Association (NFPA) Code 70E.  
 5. All work shall be done in accordance with the applicable portions of the Occupational Safety and Health Administration (OSHA) regulations.  
 6. All work shall be done in accordance with the applicable portions of the International Brotherhood of Electrical Workers (IBEW) standards.  
 7. All work shall be done in accordance with the applicable portions of the International Brotherhood of Electrical Workers (IBEW) standards.  
 8. All work shall be done in accordance with the applicable portions of the International Brotherhood of Electrical Workers (IBEW) standards.  
 9. All work shall be done in accordance with the applicable portions of the International Brotherhood of Electrical Workers (IBEW) standards.  
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ROVE  
 RAYMOND, OREGON  
 503.764.1234  
 www.rove.com

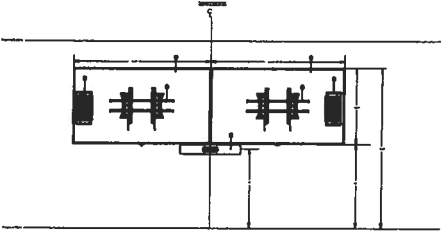
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**Customer Information**  
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 Project Location: \_\_\_\_\_  
 Project Start Date: \_\_\_\_\_  
 Project Completion Date: \_\_\_\_\_

**Customer Number**  
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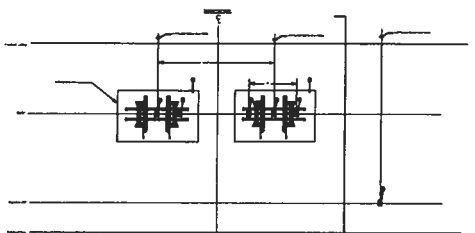
**Invoice #**  
 \_\_\_\_\_

**Project Completion Date**  
 \_\_\_\_\_



1. Three-Phase Motor Control Center

Typical of 1



1. Three-Phase Motor Control Center

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AV404

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