

# PIKE ■ McFARLAND ■ HALL ASSOCIATES, INC. ARCHITECTS AND PLANNERS

### ADDENDUM NO. 1 HORRY GEORGETOWN TECHNICAL COLLEGE RENOVATIONS TO GT BUILDINGS 100 AND 500

GEORGETOWN, SOUTH CAROLINA PMH PROJECT NO. 23002/23003 STATE PROJECT NO. H59-N220-CB/H59-N221-CB March 27, 2023

NOTE: ADDENDUM NO. 1 HAS BEEN SENT TO GENERAL CONTRACTORS ONLY. GENERAL CONTRACTORS ARE RESPONSIBLE FOR COMMUNICATION OF THE ITEMS CONTAINED WITHIN THIS ADDENDUM TO APPROPRIATE SUB-CONTRACTORS.

### THIS ADDENDUM CONTAINS:

- THREE (3) PAGES OF WRITTEN ADDENDUM
- NINETEEN (19) PAGES OF SPECIFICATIONS
- ONE (1) PAGE OF DRAWINGS
- TWO (2) PAGES OF MEETING MINUTES

The following changes, modifications, and/or clarifications to the contract documents are a part thereof, and change the original documents only in the manner and to the extent stated.

### **SPECIFICATIONS**

- 1. DOCUMENT SE-310 INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES (GT BUILDING 100)
  - A. Contractor's attention is directed to DOCUMENT SE-310 INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES. Contractor is advised to omit this document in its entirety and replace with DOCUMENT SE-310 INVITATION FOR DESIGN- BID-BUILD CONSTRUCTION SERVCES (attached herewith) consisting of 1 page for the OSE Project Manager's signature, bid date time and date.
- DOCUMENT SE-310 INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES (GT BUILDING 500)
  - A. Contractor's attention is directed to DOCUMENT SE-310 INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES. Contractor is advised to omit this document in its entirety and replace with DOCUMENT SE-310 INVITATION FOR DESIGN- BID-BUILD CONSTRUCTION SERVCES (attached herewith) consisting of 1 page for the OSE Project Manager's signature and bid time change from 10:30am to 10:00am.
- 3. DOCUMENT A701-2018 INSTRUCTIONS TO BIDDERS
  - A. Contractor's attention is directed to "THE OWNER". Contractor is advised to omit this item in its entirety and replace with at the following:

RENOVATIONS TO: HORRY GEORGETOWN TECHNICAL COLLEGE RENOVATIONS TO BUILDINGS 100 AND 500 ADDENDUM NO. 1 Page 2 of 3

- Horry Georgetown Technical College 2050 Hwy 501 Conway, SC 29526
- 4. DOCUMENT A310-2010 BID BOND
  - A. Contractor's attention is directed DOCUMENT A310-2010 BID BOND. Contractor is advised to omit this document in its entirety and replace with DOCUMENT A310-2010 BID BOND (attached herewith) consisting of 2 pages.
- 5. DOCUMENT SE-330 LUMP SUM BID FORM (GT BUILDING 100)
  - A. Contractor's attention is directed to DOCUMENT SE-330 LUMP SUM BID FORM. Contractor is advised to omit this document in its entirety and replace with DOCUMENT SE-330 LUMP SUM BID FORM (attached herewith) consisting of 7 pages for the following:
    - 1. The addition of GT Building 500 on form.
    - 2. The breakdown of Base Bid per Building.
    - 3. The addition of unit prices
    - 4. Contract time.
- 6. DOUCMENT SE-330 LUMP SUM BID FORM (GT BUILDING 500)
  - A. Contractor's attention is directed DOCUMENT SE-330 LUMP SUM BID FORM (GT BUILDING 500). Contractor is advised to omit this document in its entirety.
- 7. DOCUMENT A101-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (GT BUILDING 100)
  - A. Contractor's attention is directed to "Owner" for change of address and the addition of GT BUILDING 500.
- 8. DOCUMENT A101-2017 EXHIBIT A INSURANCE AND BONDS (GT BUILDING 100)
  - A. Contractor's attention is directed to "The Owner" for change in Owner address and the addition of GT BUILDING 500 on the form.
- 9. DOCUMENT A101-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR. (GT BUILDING 500)
  - A. Contractor's attention is directed to DOCUMENT A101-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (GT BUILDING 500). Contractor is advised to omit this document in its entirety.
- 10. DOCUMENT A101-2017 EXHIBIT A INSURANCE AND BONDS (GT BUILDING 500)
  - A. Contractor's attention is directed to DOCUMENT A101-2017 EXHIBIT A INSURANCE AND BONDS (GT BUILDING 500). Contractor is advised to omit the document in its entirety.
- 11. DOCUMENT A201-2017 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTURCTION
  - A. Contractor's attention is directed to "The Owner". Contractor is advised to omit in its entirety and replace with the following:

RENOVATIONS TO: HORRY GEORGETOWN TECHNICAL COLLEGE RENOVATIONS TO BUILDINGS 100 AND 500 ADDENDUM NO. 1 Page 3 of 3

- Horry Georgetown Technical College 2050 Hwy 501 Conway, SC 29526
- 12. DOCUMENT SE-355 PERFORMANCE BOND (GT BUILDING 100)
  - A. Contractor's attention is directed to DOCUMENT SE-355 PERFORMANCE BOND. Contractor is advised to omit this document in its entirety and replace with DOCUMENT SE-355-PERFORMANCE BOND (attached herewith) consisting of 2 pages for the addition of GT Building 500 on the form.
- 13. DOCUMENT SE-355 PERFORMANCE BOND (GT BUILDING 500)
  - A. Contractor's attention is directed to DOCUMENT SE-355 PERFORMANCE BOND (GT BUILDING 500) Contractor is advised to omit this document in its entirety.
- 14. DOCUMENT SE-357 LABOR AND MATERIAL PAYMENT BOND (GT BUILDING 100)
  - A. Contractor's attention is directed to DOCUMENT SE-357 LABOR AND MATERIAL PAYMENT BOND. Contractor is advise to omit this document in its entirety and replace with DOCUMENT SE-357 – LABOR AND MATERIAL PAYMENT BOND (attached herewith) consisting of 2 pages for the addition of GT Building 500 on the form.
- 15. DOCUMENT SE-357 LABOR AND MATERIAL PAYMENT BOND (GT BUILDING 500)
  - A. Contractor's attention is directed to DOCUMENT SE-357 LABOR AND MATERIAL PAYMENT BOND (GT BUILDING 500). Contractor is advised to omit this document in its entirety.
- 16. SECTION 01270 UNIT PRICES
  - A. Contractor's attention is directed to SECTION 01270 UNIT PRICES. Contractor is advised to insert this section (attached herewith) consisting of 1 page.
- 17. SECTION 10520 FIRE PROTECTION SPECIALTIES
  - A. Contractor's attention is directed to SECTION 10520 FIRE PROTECTION SPECIALTIES. Contractor is advised to insert this section (attached herewith) consisting of 3 pages.

### **DRAWINGS**

1. SHEET A2.0 – BUILDING 500

Contractor's attention is directed to SHEET A2.0 – BUILDING 500. Contractor is advised to omit this sheet in its entirety and replace with SHEET A2.0 – BUILDING 500 (attached herewith) consisting of 1 page and dated 3/27/23.

### **MEETING MINUTES**

1. See Meeting Minutes (attached herewith) dated 3/24/23 consisting of 2 pages.

#### **END OF ADDENDUM NO. 1**

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

AGENCY: HGTC - Horry-Georgetown Technical College PROJECT NAME: HGTC - Renovation of GT Bldg. 100 for HVAC Program PROJECT NUMBER: H59-N220-CB CONSTRUCTION COST RANGE: \$150,000 to \$200,000 PROJECT LOCATION: Georgetown, SC  DESCRIPTION OF PROJECT/SERVICES: (450 character limit) Renovate 3 existing classrooms in one large lab for teaching HVAC BID/SUBMITTAL DUE DATE: 0/4/11/2023 TIME: 10:00 AM NUMBER OF COPIES: 1 PROJECT DELIVERY METHOD: Design-Bid-Build AGENCY PROJECT COORDINATOR: Kevin Brown EMAIL: kevin brown/fighte edu TELEPHONE: (843) 349-5398  DOCUMENTS OBTAINED FROM: www.hgte.edu/purchasing (Construction Projects Solicitations & Awards)  BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID. PPERFORMANOK AND LABOR & MATERIAL PAYMENT BONDS: The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.  DOCUMENT DEPOSIT AMOUNT: 50.00 IS DEPOSIT REFUNDABLE: Yes No No NA Bidders must obtained from may other source do so at their own risk. All written communications with official plan bolders with obdiess with official plan bolders with official plan bolders.  Agency WILL NOT accept Bids sent via cmail.  All questions & correspondence concerning this Invitation shall be addressed to the AIE.  ARE NAME: PMH Associates  EMAIL: dprice@pmharchitects.com  TELEPHONE: (843) 497-0272  PRE-BID DATE: 03/23/2023  TIME: 02/00 PM  PRE-BID DATE: 03/23/2023  TIME: 02/00 PM  PRE-BID DATE: HGTC - Georgetown Campus, Bldg. 100, Room 112  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 112  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 112  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 112  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 112  BID DELIVERY:  Attn: Diama Cecala, Procurement Manager  2050 Hwy 501 F.  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  NOTE: PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  PATE: 02/27/2023		
PROJECT NAME: HGTC - Renovation of GT Bldg, 100 for HVAC Program  PROJECT NUMBER: H59-N220-CB  CONSTRUCTION COST RANGE: \$150,000 to \$200,000  PROJECT LOCATION: Georgetown, SC  DESCRIPTION OF PROJECT/SERVICES: (450 character limit)  Renovate 3 existing classrooms in one large lab for teaching HVAC  BIDISIDMITTAL DUE DATE: 04/11/2023  TIME: 10:00 AM NUMBER OF COPIES: 1  PROJECT DELIVERY METHOD: Design-Bid-Build  AGENCY PROJECT COORDINATOR: Kevin Brown  EMAIL: kevin brown@lbgtc.edu  TELEPHONE: (843) 349-5398  DOCUMENTS OBTAINED FROM: www.hgtc.edu/purchasing (Construction Projects Solicitations & Awards)  BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID. PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.  DOCUMENT DEPOSIT AMOUNT: \$0.00  IS DEPOSIT REFUNDABLE: Yes No No N/A  Bidders must obtain Bidding Documents/Plans from the above listed sources(s) to be listed as an official plan holder. Bidders with be vale mail or website posting.  Agency WILL NOT accept Bids sent via email.  All questions & correspondence concerning this Invitation shall be addressed to the A/E.  A/E NAME: PMH Associates  A/E CONTACT: Diane Price  EMAIL: dprice@pmharchitects.com  TELEPHONE: (843) 497-0272  PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID PLACE: HGTC - Georgetown Campus, Bldg, 100, Room 114  BID OPENING PLACE: HGTC - Convay Campus, Bldg, 100, Room 122  BID DELIVERY: MAIL SERVICE:  Attn. Dianna Cecala, Procurement Manager  Conway, SC 29526  SPROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? Yes No	AGENCY: HGTC - Horry-Georgetown Technical College	
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A/E CONTACT: Diane Price  EMAIL: dprice@pmharchitects.com  TELEPHONE: (843) 497-0272  PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No  PRE-BID DATE: 03/23/2023  TIME: 02:00 PM  PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100, Room 114  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES:  HAND-DELIVERY: MAIL SERVICE:  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? Yes No		
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PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 03/23/2023 TIME: 02:00 PM  PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100, Room 114  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES:  HAND-DELIVERY: MAIL SERVICE:  Attn: Dianna Cecala, Procurement Manager Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? Yes No	A/E NAME: PMH Associates  A/I	E CONTACT: Diane Price
PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 03/23/2023 TIME: 02:00 PM  PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100, Room 114  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES: HAND-DELIVERY: MAIL SERVICE: Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? Yes No	EMAIL: dprice@pmharchitects.com	TELEPHONE: (843) 497-0272
PRE-BID DATE: 03/23/2023  TIME: 02:00 PM  PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100, Room 114  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES:  HAND-DELIVERY:  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No		
PRE-BID DATE: 03/23/2023  TIME: 02:00 PM  PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100, Room 114  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES:  HAND-DELIVERY:  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No	PDE_RID CONFEDENCE: A V	DATORY ATTENDANCE:
PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100, Room 114  BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES:  HAND-DELIVERY: MAIL SERVICE:  Attn: Dianna Cecala, Procurement Manager Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? Yes No	1es 0 100	○ 1cs • 1vo
BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122  BID DELIVERY ADDRESSES:  HAND-DELIVERY:  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No		
BID DELIVERY ADDRESSES:  HAND-DELIVERY:  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526   IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No	11010 000180000000000000000000000000000	<u> </u>
HAND-DELIVERY:  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E  Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No		, Room 122
Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Attn: Dianna Cecala, Procurement Manager  2050 Hwy 501 E Conway, SC 29526  Conway, SC 29526  No		MAH CEDVICE.
2050 Hwy 501 E Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No		
Conway, SC 29526  IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No		
IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? Yes No		*
all Aft	Conway, 3C 29320	Conway, SC 29320
APPROVED BY: DATE: 02/27/2023	IS PROJECT WITHIN AGENCY CONSTRUCTION CERT	IFICATION?  Yes No
(OSE PROJECT MANAGER)	24,000	<b>DATE:</b> 02/27/2023

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

AGENCY: HGTC - Horry-Georgetown Technical College	
PROJECT NAME: HGTC - Renovations to GT Bldg. 500	
	STRUCTION COST RANGE: \$300,000 to \$375,000
PROJECT LOCATION: Georgetown, SC	· · · · · · · · · · · · · · · · · · ·
DESCRIPTION OF PROJECT/SERVICES: (450 characte	r limit)
Renovating current building to accommodate space for a new demolition, electrical, mechanical, and construction.	w Marine Technology training center. Includes some interior
BID/SUBMITTAL DUE DATE: 04/11/2023 TI	ME: 10:00 AM NUMBER OF COPIES: 1
PROJECT DELIVERY METHOD: Design-Bid-Build	
AGENCY PROJECT COORDINATOR: Kevin Brown	
EMAIL: kevin.brown@hgtc.edu	<b>TELEPHONE:</b> (843) 349-5398
<b>DOCUMENTS OBTAINED FROM:</b> www.hgtc.edu/purchas	sing (Construction Project Solicitation & Awards)
BID SECURITY IS REQUIRED IN AN AMOUNT NOT LIPERFORMANCE AND LABOR & MATERIAL PAYMENT provide Performance and Labor and Material Payment Bonds.	T BONDS: The successful Contractor will be required to , each in the amount of 100% of the Contract Price.
	SIT REFUNDABLE: $\bigcirc$ Yes $\bigcirc$ No $\bigcirc$ N/A
Bidders must obtain Bidding Documents/Plans from the above lis rely on copies obtained from any other source do so at their own bidders will be via email or website posting.	ted sources(s) to be listed as an official plan holder. Bidders that risk. All written communications with official plan holders &
Agency WILL NOT accept Bids sent via email.	
All questions & correspondence concerning this Invitation shall  A/E NAME: PMH Associates  EMAIL: dprice@pmharchitects.com	be addressed to the A/E.  A/E CONTACT: Diane Price  TELEPHONE: (843) 497-0272
100	ANDATORY ATTENDANCE: Yes No
PRE-BID DATE: <u>03/23/2023</u>	<b>TIME:</b> <u>02:30 PM</u>
PRE-BID PLACE: HGTC - Georgetown Campus, E	3ldg. 100, Room 114
BID OPENING PLACE: HGTC - Conway Campus, Bldg. 10	00, Room 122
BID DELIVERY ADDRESSES:	
HAND-DELIVERY:	MAIL SERVICE:
Attn: Dianna Cecala, Procurement Manager	Attn: Dianna Cecala, Procurement Manager
2050 Hwy 501 E	2050 Hwy 501 E
Conway, SC 29526	Conway, SC 29526
IS PROJECT WITHIN AGENCY CONSTRUCTION CER	RTIFICATION?  Yes No
APPROVED BY:	<b>DATE:</b> 02/27/2023
(OSE PROJECT MANAGER)	)

### **Bid Bond**

### **CONTRACTOR:**

(Name, legal status and address)

#### SURETY:

(Name, legal status and principal place of business)

### OWNER:

(Name, legal status and address) Horry Georgetown Technical College 2050 Hwy 501 E Conway, SC 29526

### **BOND AMOUNT: \$**

### PROJECT:

(Name, location or address, and Project number, if any)
Horry Georgetown Technical College Renovation of GT Building 100
H59-N220-CB
Horry Georgetown Technical College Renovations to GT Building 500
H59-N221-CB

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

#### **ADDITIONS AND DELETIONS:**

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

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

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

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
(Witness)		

2

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

BID	SUBMITTED BY:
	(Bidder's Name)
BID	SUBMITTED TO:
	(Agency's Name)
FOR of G	R: PROJECT NAME: HGTC - Renovation of GT Bldg. 100 for HVAC Program and Renovation T Bldg. 500
	PROJECT NUMBER: H59-N220-CB; H59-N221-CB
<u>OFF</u>	<u>ER</u>
§ 1.	In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Agency on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
§ 2.	Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security in the amount and form required by the Bidding Documents.
§ 3.	Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:  (Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)  ADDENDA:  #1 #2 #3 #4 #5
§ 4.	Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Agency.
§ 5.	Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:
§ 6.1	BASE BID WORK (as indicated in the Bidding Documents and generally described as follows):
	6.1.A Building GT 100 - Base Bid - Renovate 3 existing classrooms in one large lab for teaching HVAC
	\$ , which sum is hereafter called the Base Bid.
	6.1.B Building GT 500 - Base Bid - Renovate current building to accommodate space for a new Marine Technology  Training Center. Includes some interior demolition, electrical, mechanical, and construction.  which is hereafter called the Base Bid

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Bidders shall submit bids on only Bid Form SE-330.	
6.1.C Building GT 100 and Building GT 500 - TOTAL BASE BID PR	ICE FOR BOTH PROJECTS.
\$	, which sum is hereafter called the Base Bid.
(Ridder to insert Rase Rid Amount on line above)	

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

§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description):	
☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$	
(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)	
ALTERNATE # 2 (Brief Description):	
☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$	
(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)	
ALTERNATE # 3 (Brief Description):	
☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$	
(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)	

### § 6.3 UNIT PRICES:

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

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
<u>1.</u>	Unsuitable Soils Removal	cy.	\$	\$
<u>2.</u>	Structrual Fill Material Placement	cy.	\$	\$
<u>3.</u>			\$	\$
4.			\$	\$
<u>5.</u>			\$	\$
6.			\$	\$

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## § 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED

(See Instructions on the following page BF-2A)

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

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR (Required - must be completed by Bidder)	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER
(Completed by Agency)	(Completed by Agency)		(Requested, but not Required)
	BA	ASE BID	
	ALTI	ERNATE #1	
	ALTI	ERNATE #2	
	ALTI	ERNATE #3	
			•

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

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# INSTRUCTIONS FOR SUBCONTRACTOR LISTING

- 1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
  - a. Columns A & B: The Agency fills out these columns to identify the subcontractor license classification/subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: <a href="https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf">https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf</a>. If the Agnecy has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
  - b. Columns C and D: In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
- 2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
- 3. Subcontractor Qualifications: Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsible.
- 4. Use of Own forces: If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
- 5. Use of Multiple Subcontractors:
  - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
  - b. Optional Listing Prohibited: Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
- **6.** If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
- 7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
- **8.** Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.

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

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

### § 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRA	ACT TIME	7

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within 162 Calendar Days (to run concurrently) from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

### b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$\frac{250.00}{250.00}\$ for each Calendar Day (per project) the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

_	
ELECTRONIC BID BOND NUMBER:	
SIGNATURE AND TITLE:	

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# CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION SC Contractor's License Number(s):\_\_\_\_\_ Classification(s) & Limits: Subclassification(s) & Limits: By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference. BIDDER'S LEGAL NAME: ADDRESS: TELEPHONE: EMAIL: SIGNATURE: DATE: PRINT NAME:

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### **SE-355**

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that (Insert full Name: Address:	
hereinafter referred to as "Contractor", and (Insert full name and Name:	
Address:	
hereinafter called the "surety", are jointly and severally held  Name:  Address:	
hereinafter referred to as "Agency", or its successors or assig of the Bond to which payment to be well and truly made, administrators, successors and assigns, jointly and severally,	gns, the sum of(\$), being the sum the Contractor and Surety bind themselves, their heirs, executors, firmly by these presents.
	entered into a contract with Agency to construct
-	00 for HVAC Program; GT Bldg. 500
State Project Number: <u>H59-N220-CB; H59-N221-CB</u>	
building to accommodate space for a new Marine	g classrooms in one large lab for teaching HVAC. Renovate current e Technology training center. Includes some interior demolition,
in accordance with Drawings and Specifications prepared by	(Insert full name and address of A/E)
Name: <u>Pike - McFarland - Hall Associates, Inc.</u>	
Address: 1300 Professional Drive, Suite 201	
Myrtle Beach, SC 29577	
which agreement is by reference made a part hereof, and is h	nereinafter referred to as the Contract.
IN WITNESS WHEREOF, Surety and Contractor, intending each cause this Performance Bond to be duly executed on its	ng to be legally bound hereby, subject to the terms stated herein, do s behalf by its authorized officer, agent or representative.
DATED this day of, 223	BOND NUMBER
CONTRACTOR	SURETY
By:	By:
(Seal)	(Seal)
Print Name:	Print Name:
Print Title:	Print Title: (Attach Power of Attorney)
Witness:	Witness:
-	

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

### 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 si 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 PRES	SENTS, that (Insert full )	name or legal title and address of Contractor)
Name:			
Address:			
hereinafter ref Name: Address:			address of principal place of business of Surety)
hereinafter cal	led the "surety", are joint	y and severally held a	and firmly bound unto (Insert full name and address of Agency)
Name:			
Address:			
of the Bond to	erred to as "Agency", or is which payment to be w, successors and assigns, j	ell and truly made, th	ns, the sum of(\$), being the sum he Contractor and Surety bind themselves, their heirs, executors, firmly by these presents.
WHEREAS,	Contractor has by written	agreement dated	entered into a contract with Agency to construct
State Proj	ect Name: <u>HGTC - Renov</u>	ation of GT Bldg. 100	0 for HVAC Program; Renovation of GT Bldg. 500
	ect Number: <u>H59-N220</u>		
•			classrooms in one large lab for teaching HVAC. Renovate current
<u>build</u>		ce for a new Marine	Techology training center. Includes some interior demolition,
in accordance	with Drawings and Speci	fications prepared by	(Insert full name and address of A/E)
Name:	Pike - McFarland - Hall	Associates, Inc.	
Address:			
	Myrtle Beach, SC 2957	7	
which agreem	ent is by reference made a	part hereof, and is he	ereinafter referred to as the Contract.
each cause this  DATED this	Labor & Material Payme	nt Bond to be duly exec , <u>223</u>	g to be legally bound hereby, subject to the terms stated herein, do ecuted on its behalf by its authorized officer, agent or representative.  BOND NUMBER
CONTRAC	ГОК		SURETY
By:			Ву:
		(Seal)	(Seal)
Print Name:	:		Print Name:
Print Title:			Print Title: (Attach Power of Attorney)
Witness:			Witness:
(Additional Sigr	natures, if any, appear on att	ached page)	

### 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 o ne 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.

### SECTION 01270 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Division 1 Section 01035 "Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 1 Section 01401 "Quality Control & Special Inspections" for general testing and inspecting requirements.

### 1.2 DEFINITIONS

- A. Definition below expands the definition contained in AIA Document A701 and assumes a project where the Contract Documents indicate or provide estimated quantities and where bidders state on the Bid Form unit-price amounts they propose. Revise if bidders are required to estimate quantities as well and include them with the bid. Revise if the Contract is negotiated rather than bid.
- B. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

### 3.1 LIST OF UNIT PRICES

A. Unit Prices are indicated on the Section 00040 "Form of Proposal."

**END OF SECTION 01270** 

UNIT PRICES 01270 - 1

### SECTION 10520 - FIRE-PROTECTION SPECIALTIES

### PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Portable Fire Extinguishers.
  - 2. Fire-Protection Cabinets for the Following:
    - a. Portable Fire Extinguishers.

#### 1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for fire-protection specialties.
  - 1. Fire Extinguishers: Include rating and classification.
  - 2. Cabinets: details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type, trim style, and panel style.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of cabinet finish indicated.

### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain fire extinguishers and cabinets through one source from a single manufacturer.
- B. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Standard for Portable Fire Extinguishers".
- C. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
  - 1. Provide extinguishers listed and labeled by FM.

#### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Portable Fire Extinguishers:
    - a. J.L. Industries, Inc.
    - b. Kidde: Walter Kidde, The Fire Extinguisher Co.
    - c. Larsen's Manufacturing Company.
  - 2. Fire-Protection Cabinets:
    - a. J.L. Industries, Inc.
    - b. Larsen's Manufacturing Company.
    - c. Potter-Roemer; Div. of Smith Industries, Inc.

### 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: Carbon steel, complying with ASTM A 366/A 366M, commercial quality, stretcher leveled, temper rolled.
- B. Aluminum: Alloy and temper recommended by aluminum producer and manufacturer for type of use and finish indicated, and as follows:
  - 1. Sheet: ASTM B 209 (ASTM B 209M).
  - 2. Extruded Shapes: ASTM B 221 (ASTM B 221M).

#### 2.4 FIRE-PROTECTION CABINETS

A. Cabinet Construction: Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Weld joints and grind smooth. Miter and weld perimeter door frames.

FE: Larsen's Architectural Series, aluminum, surface mounted with rolled edge, full glass, tempered safety glass with Larsen-Loc option. Model AL C2409-SM. Cabinet to have vertical letters "FIRE EXTINGUISHER". Furnish with MP10 multi-purpose dry chemical fire extinguisher and wall-mounted hanging bracket.

### 2.5 ACCESSORIES

- A. Mounting Brackets: Manufacturer's standard steel, designed to secure extinguisher, of sizes required for types and capacities of extinguishers indicated, with plated or baked-enamel finish.
  - 1. Provide brackets for extinguishers located in cabinets.
- B. Identification: Provide lettering to comply with authorities having jurisdiction for letter style, color, size, spacing, and location. Locate as indicated by Architect.
  - 1. Identify fire extinguisher in cabinet with the words "FIRE EXTINGUISHER" applied to door.

- a. Application Process: Vinyl letters.
- b. Lettering Color: Red.

### 2.6 COLORS AND TEXTURES

A. Colors and Textures: As indicated by referencing manufacturer's designations.

### 2.7 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

### PART 3 - EXECUTION

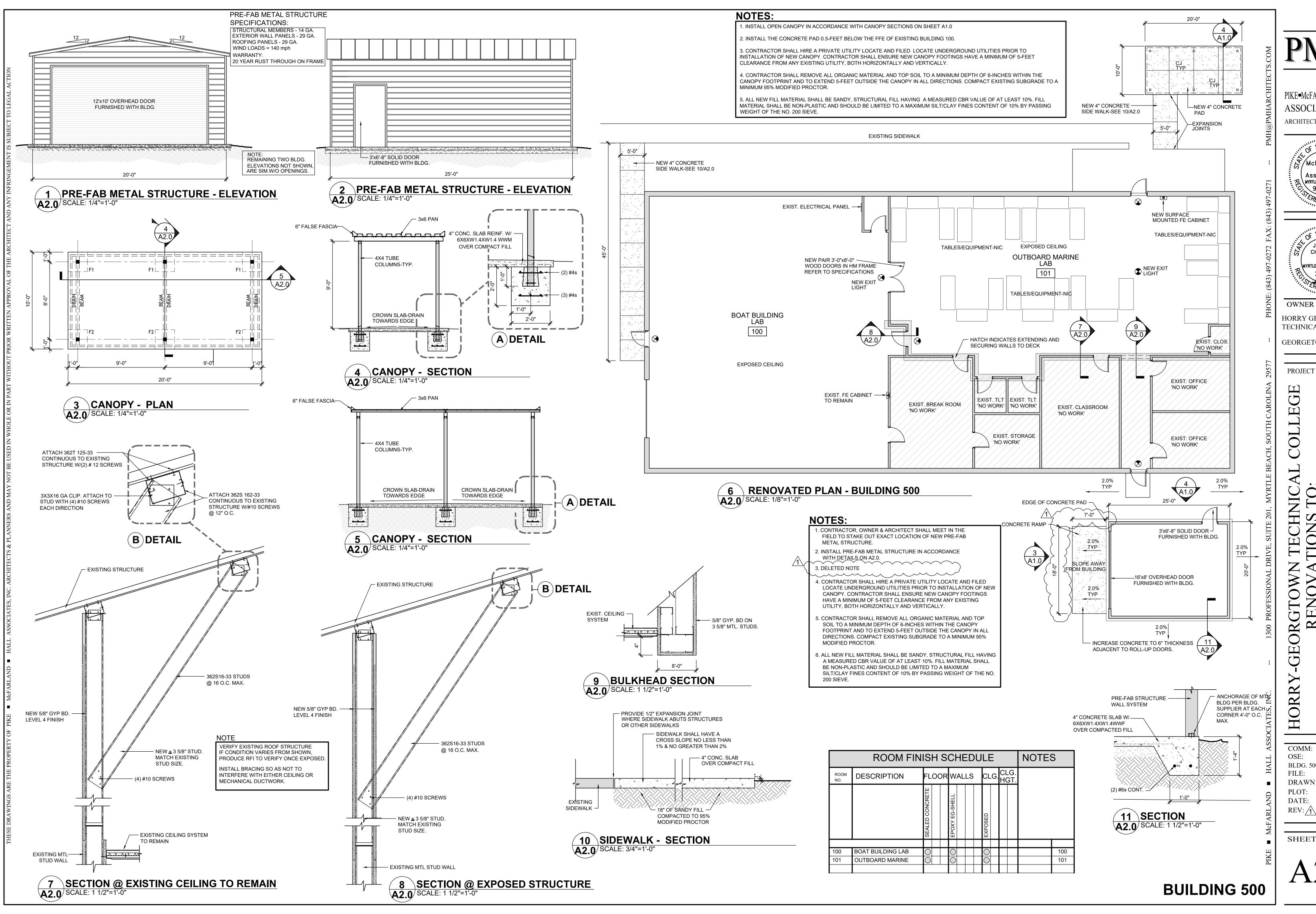
### 3.1 EXAMINATION

- A. Examine fire extinguishers for proper charging and tagging.
  - 1. Remove and replace damaged, defective, or undercharged units.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing fire-protection specialties.
- B. Install in locations and at mounting heights indicated or, if not indicated, at heights to meet ADA guidelines.

END OF SECTION 10520



PIKE McFARLAND HALI ASSOCIATES, INC. ARCHITECTS & PLANNERS

> 'McFarland\ Assoc., Inc. MYRTLE BEACH, S.C.

JOSEPH CHARLES PIKE

HORRY GEORGETOWN TECHNICAL COLLEGE

GEORGETOWN, SC

100 &

23002 BLDG. 500: H59-N221-CB

DRAWN BY: DP 03-09-23



### PIKE ■ McFARLAND ■ HALL ASSOCIATES, INC. ARCHITECTS & PLANNERS

HORRY GEORGETOWN TECHNICAL COLLEGE RENOVATIONS TO BUILDING 100 & 500 GEORGETOWN CAMPUS PMH Project No. 23002 SC STATE PROJECT NO. BLDG. 100: H59-N220-CB SC STATE PROJECT NO. BLDG. 500: H59-N221-CB March 23,2023

### **Attendees:**

Refer to sign-in sheet

A Non-Mandatory Pre-Bid meeting was conducted at 2:00 PM at Horry Georgetown Technical College-Georgetown Campus for all interested parties providing bids for this project.

#### MINUTES:

- 1. A Sign-in sheet was passed around.
- 2. Copies of the agenda were distributed to all present.
- 3. Diane Price with Pike McFarland Hall read and reviewed the contents of the agenda with all present, refer to attached.
- 4. **Bid Time:** The Pre-bid agenda stated a 2:00 deadline for receipt of bids. The bid time was revised by Clint Burdett (OSE) and agreed to by Dianna Cecala (Procurement Manager-HGTC) to be 10:00. Location and delivery of bids remain the same.
- 5. **Lump Sum Bid Form:** Will be revised to indicate one lump sum for both buildings in lieu of separate bids. Appropriate forms will be revised and issued in an addendum.
- 6. Will Billard (DWG) reiterated that HGTC would be purchasing and providing the 'permanent' panels due to long lead time. The General Contractor shall install once the 'permanent' panels are received on site. The anticipated delivery time is 20-30 weeks from date of order being placed.
  - As a temporary solution, residential panels shall be provided and installed by the General Contractor to power 4 HVAC units for the start of classes in August 2023. DWG will be providing a phasing plan for the installation of the panels.
- 7. Clint Burdett emphasized the importance of life safety being in place in order to receive a TCO at the appropriate time.
  - Clint reminded General Contractors to fill out the SE-330 form completely and correctly. All licenses need to be current, including licenses for all sub-contractors.
- 8. A lay-down area will be established at the Pre-Construction meeting.

At this time all present were invited to visit and walk Building 100 and 500.

23002 HGTC – Georgetown Campus Pre-Bid meeting notes March 23, 2023 2 of 2 END OF MEETING

This correspondence reflects our understanding of the items and issues as reviewed and discussed with the attendees during the meeting. Please inform the author of any errors or omissions contained herein no later than five (5) business days after receipt of this report so corrections can be made and distributed to all appropriate parties.

Diane Price, Project Manager