

SE-375

NOTICE OF AWARD - MINOR CONSTRUCTION CONTRACT

AGENCY: The Citadel

PROJECT NAME: Summerall Chapel Stained Glass Rest. 2025

PROJECT NUMBER: IH-653

POSTING DATE: 6/11/2024

TO ALL OFFERORS:

The Agency has entered into a contract as noted below. The successful quote has been accepted and the contract formed by execution of the contract documents.

NAME OF OFFEROR: Eastern Environmental, Inc.

QUOTE INFORMATION:

BASE QUOTE AMOUNT: \$ 79,875

ALTERNATES: #1 ACCEPTED [] \$ NA

#2 ACCEPTED [] \$ NA

TOTAL CONTRACT AWARD: \$ 79,875

DATE QUOTES WERE RECEIVED: 06-06-2024

REMARKS: (If "No Contract to be Awarded" in entered above, indicate the reason.)

Contractor should not perform any work prior to receipt of the Agency's written Notice to Proceed.

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

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may be entitled to protest. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided.

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

AGENCY APPROVAL:

[Handwritten Signature]
(Agency Procurement Officer Signature)

Jeff Lamberson, VP for Facilities & Engineering
(Print or Type Name)

OSE APPROVAL REQUIRED: YES [] NO [X]

DATE:
(OSE Project Manager)

SE-311

INVITATION FOR MINOR CONSTRUCTION QUOTES

AGENCY/OWNER: The Citadel

PROJECT NAME: Summerall Chapel Stained Glass Rest. 2025

PROJECT NUMBER: IH-653 CONSTRUCTION COST RANGE: \$ 30,000 to \$ 70,000

PROJECT LOCATION: 171 Moultrie, Charleston, SC 29409

DESCRIPTION OF PROJECT: Abatement of the caulk on the interior and exterior of four stained glass windows in Summerall Chapel.

QUOTE DUE DATE: 6/6/24 TIME: 2:00 pm

AGENCY PROJECT COORDINATOR: Claire Bowman

EMAIL: cbowman4@citadel.edu TELEPHONE: 843-953-1766

DOCUMENTS MAY BE OBTAINED FROM: A&E Digital, 843-853-5066, www.aeplanroom.com/jobs/public

DOCUMENT DEPOSIT AMOUNT: \$ purchase 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: F&E Lobby, 520 Wilson Ave, Charleston, SC 29409

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@mso.sc.gov

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

A/E NAME: S&ME A/E CONTACT: Terry Richburg

EMAIL: TRichburg@smeinc.com TELEPHONE: 843-884-0005

PRE-QUOTE CONFERENCE: Yes No DATE: 5/22/2024 TIME: 10:00 am

PRE-QUOTE PLACE: front porch of Summerall Chapel, 2 Avenue of Remembrance

QUOTE DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Claire Bowman

The Citadel Facilities & Engineering Building

520 Wilson Ave., Charleston, SC 29409

MAIL SERVICE:

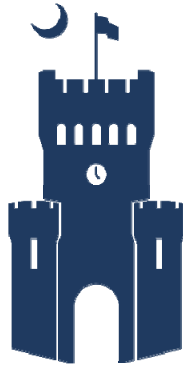
Attn: Claire Bowman

The Citadel Facilities & Engineering Building

171 Moultrie St., Charleston, SC 29409

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

APPROVED BY: _____ file _____ DATE: _____
(OSE Project Manager)



THE CITADEL

OFFICE OF FACILITIES
AND ENGINEERING

THE CITADEL
Summerall Chapel Stained Glass Rest. 2025
IH-653

SPECIFICATIONS/ SCOPE OF WORK
10 May 2024

The Citadel
Facilities & Engineering
Construction Management
171 Moultrie St.
Charleston, SC 29409

TABLE OF CONTENTS – MINOR CONSTRUCTION

PROJECT NAME: Summerall Chapel Stained Glass Rest. 2025

PROJECT NUMBER: IH-653

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
Table of Contents.....	1
SE-311, Invitation for Minor Construction Quotes.....	1
SE-331, Quote Form	1
SE-377, Minor Construction Contract	13
SE-355, Performance Bond.....	2
SE-357, Labor & Material Payment Bond	2
SE-381, Change Order to Minor Construction Contract	2
 <u>TECHNICAL SPECIFICATIONS</u>	
Drug Free Workplace.....	1
The Citadel Campus Safety.....	5
Abatement Scope of Work.....	3
Asbestos Project Design.....	12
Asbestos Assessment Report.....	13

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EMAIL: cbowman4@citadel.edu TELEPHONE: 843-953-1766

DOCUMENTS MAY BE OBTAINED FROM: A&E Digital, 843-853-5066, www.aeplanroom.com/jobs/public

DOCUMENT DEPOSIT AMOUNT: \$ purchase IS DEPOSIT REFUNDABLE Yes No N/A

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A/E NAME: S&ME A/E CONTACT: Terry Richburg

EMAIL: TRichburg@smeinc.com TELEPHONE: 843-884-0005

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PRE-QUOTE PLACE: front porch of Summerall Chapel, 2 Avenue of Remembrance

QUOTE DELIVERY ADDRESSES:

<p>HAND-DELIVERY: Attn: <u>Claire Bowman</u> <u>The Citadel Facilities & Engineering Building</u> <u>520 Wilson Ave., Charleston, SC 29409</u></p>	<p>MAIL SERVICE: Attn: <u>Claire Bowman</u> <u>The Citadel Facilities & Engineering Building</u> <u>171 Moultrie St., Charleston, SC 29409</u></p>
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IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency **MUST** check one) Yes No

APPROVED BY: _____ file _____ DATE: _____
 (OSE Project Manager)

SE-331
QUOTE FORM

QUOTE SUBMITTED BY: _____
(Offeror's Name)

QUOTE SUBMITTED TO: The Citadel
(Agency's Name)

FOR: PROJECT NAME: Summerall Chapel Stained Glass Rest. 2025
PROJECT NUMBER: IH-653

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 24 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 \$ 300 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:** The Citadel**PROJECT NAME:** Summerall Chapel Stained Glass Rest. 2025**PROJECT NUMBER:** IH-653

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

NAME: The Citadel**ADDRESS:** 171 Moultrie St.Charleston, SC 29409

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: Abatement of the caulk on the interior and exterior of four stained glass windows in Summerall Chapel.

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 24 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 \$300 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 **May 10, 2024**

Addenda issued prior to deadline

Drug Free Workplace Certification

- 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: CAPT Jeff Lamberson

TITLE: VP for Facilities and Engineering

ADDRESS: 171 Moultrie St., Charleston, SC 29409

TELEPHONE: 843-953-7962

EMAIL: jlamber6@citadel.edu

- 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.

5.1.1 The insurance required by Section 5.1 shall be written for not less than the limits of liability specified below or required by law, whichever is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work set forth in Section 4.9 or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

a. COMMERCIAL GENERAL LIABILITY:

- (1) General Aggregate (per project)..... \$1,000,000
- (2) Products/Completed Operations..... \$1,000,000
- (3) Personal and Advertising Injury..... \$1,000,000
- (4) Each Occurrence \$1,000,000
- (5) Fire Damage (Any one fire) \$50,000
- (6) Medical Expense (Any one person) \$5,000

b. BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

- (1) Combined Single Limit \$1,000,000 OR
- (2) Bodily Injury & Property Damage (each) \$750,000

c. WORKER’S COMPENSATION:

- (1) State Statutory
- (2) Employers Liability \$100,000 per Acc.

\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 5.1. The umbrella policy limits shall not be less than \$5,000,000.

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

- a. names the Agency as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations;

- b. provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insured have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
- c. provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Agency as secondary and noncontributory.

5.1.3 Before commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Agency a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 5.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Agency as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Agency as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the Contractor's final request for payment for the Work and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 5.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

5.1.4 A failure by the Agency either (i) to demand a certificate of insurance or written endorsement required by Section 5.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Section 5.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

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 procurement 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)
- 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.

<u>AGENCY:</u>	<u>CONTRACTOR:</u>
BY: _____ <i>(Signature of Representative)</i>	BY: _____ <i>(Signature of Representative)</i>
PRINT NAME: <u>CAPT Jeff Lamberson</u>	PRINT NAME: _____
PRINT TITLE: <u>VP for Facilities and Engineering</u>	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: The Citadel
Address: 171 Moultrie
Charleston, SC 29409

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: Summerall Chapel Stained Glass Rest. 2025

State Project Number: IH-653

Brief Description of Awarded Work: Abatement of the caulk on the interior and exterior of four stained glass windows in Summerall Chapel.

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

Name: S&ME
Address: 620 Wando Park Blvd.
Mt Pleasant, SC 29464

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

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

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: The Citadel
Address: 171 Moultrie St.
Charleston, SC 29409

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: Summerall Chapel Stained Glass Rest. 2025
State Project Number: IH-653
Brief Description of Awarded Work: Abatement of the caulk on the interior and exterior of four stained glass windows in Summerall Chapel.

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

Name: S&ME
Address: 620 Wando Park Blvd.
Mt Pleasant, SC 29464

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 _____, 20____ BOND NUMBER _____
(shall be no earlier than Date of Contract)

CONTRACTOR

By: _____ (Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____ (Seal)

Print Name: _____

Print Title: _____
(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: The Citadel

PROJECT NAME: Summerall Chapel Stained Glass Rest. 2025

PROJECT NUMBER: IH-653

CONTRACTOR: _____

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

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:		
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Initial Date for Substantial Completion:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order	0 Day	s
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: CAPT Jeff Lamberson, VP for Facilities and Engineering

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

APPROVED BY: _____ **DATE:** _____
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE

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

SECTION 01 10 00 - THE CITADEL CAMPUS SAFETY

PART 1 - CAMPUS HEALTH & SAFETY FOR CONTRACTORS AND SUBCONTRACTORS

1.1 CONTRACTORS AND SUBCONTRACTORS WHO WORK ON THE CITADEL CAMPUS SHALL:

- A. Comply with all applicable federal, state, and local regulations.
- B. Provide appropriate safety and personal protective equipment applicable to potential hazards of contracted scope of work.
- C. When potential for a hazardous release or an unintended exposure incident exists, ensure that copies of Safety Data Sheets are immediately available for all hazardous chemicals and products that will be brought onto campus and used on worksite.
- D. Manage any hazardous waste in accordance with applicable regulations. All hazardous waste containers must be closed, labeled to identify the container contents, and maintained in good condition.
- E. Ensure on-site supervisor is aware of all potential hazards of the work area and all regulations applicable the scope of work.
- F. If hot work is to be performed (welding, cutting, etc.), contact the Fire Marshal's Office in the Dept. of Environmental Health & Safety to request a Hot Work Permit. Complete Hot Work Permit form and submit to the Citadel Fire Marshal and your Citadel Project Manager. Ensure that a proper fire-watch is maintained during hot work activities, and for at least 30 minutes after hot work is complete, or as required by The Citadel Fire Marshal.
- G. Review Lock-Out/Tag-Out procedures when working on Citadel controlled equipment and sites. The Citadel's LOTO program [Control of Hazardous Energy] is available at: <http://www.citadel.edu/root/ehs-health-safety-programs>. Coordinate Lock-Out/Tag-Out with The Citadel Electrical Shop and Utilities Division Chief.
- H. Comply with The Citadel's Tobacco Free-Campus Policy prohibiting the use of tobacco and smoking products of any type on the campus of The Citadel.
<http://www.citadel.edu/root/images/policies/2-014-tobacco-product-free-campus-policy.pdf>
- I. Review The Citadel's Emergency Response Plan (ERP) and The Citadel's Spill Control and Countermeasures Plan (SPCC) and understand campus emergency response procedures and requirements.
 - 1. The Citadel's Emergency Response Plan (ERP) is available at:
<http://www.bulldogalert.info/root/campus-emergency-response-plan.html>
 - 2. The Citadel's Spill Control and Countermeasures Plan (SPCC) is available at The Citadel's Dept. of Env Health & Safety office.
- J. Be familiar with the contents of this guidance document as it applies to the contracted scope of work.

PART 2 - PROJECT PROCEDURES AND SPECIAL PRECAUTIONS

2.1 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. Once an area has been designated as a construction zone the following minimum PPE will be required. Area must be clearly marked and signage in place that declares the area a construction zone to avoid any confusion.
 - 1. ANSI approved safety shoes
 - 2. ANSI approved safety glasses
 - 3. Hi-Viz tee shirt or jacket (needs to have contractor identification on the shirt or jacket)
 - 4. Any other PPE that may be required based on the hazard (i.e. gloves, goggles, face shield, welding curtains etc.)

2.2 COVID-19 PROTOCOL

- A. The Citadel follows all guidelines set forth by the CDC (Center for Disease Control) and the SCDHEC (South Carolina Department of Health and Environmental Control) related to the COVID-19 Pandemic. Be aware that these guidelines will apply for current and any future requirements based on pandemic conditions.
- B. A COVID-19 safety plans shall be submitted to the Owner to outline measures and procedures on how the contractor intends to operate while protecting workers and the site/facility.
- C. Report to the Citadel Project Manager any and all positive COVID cases within the crew on campus and provide guidelines on contractor response including contact tracing (we do not require any names or personal information, but simply report the numbers).

2.3 FUTURE PANDEMIC CONDITIONS

- A. These guidelines exist as long as the campus is under CDC and SCDHEC guidelines. Requirements will only be lifted by Citadel personnel and the guidelines if lifted, can and will be applied in the future to comply with other pandemics declared by the CDC.

PART 3 - EMERGENCY PROCEDURES

3.1 REPORTING EMERGENCIES:

- A. If a Contractor notices signs that may indicate a fire, gas/vapor release, downed electrical wires, releases to the environment, etc., the contractor shall call Public Safety at 811 on a campus phone or 843-953-5114. Provide the operator with as much detail as possible, caller's name and the employer's name. Remain on the phone until the operator has verified all information.
- B. Once Public Safety has been called, unless told otherwise, contractor personnel should leave the area per their Emergency Response Guidelines and notify the Citadel Project Manager, Citadel Construction Management, or Citadel Department of Environmental Health and Safety immediately.

3.2 CONTRACTOR RESPONSES:

- A. Upon hearing any alarms, the contractor should stop all work and evacuate areas as necessary to ensure the safety of personnel. This includes ceasing all welding and burning activities, securing all equipment (electrical, motorized, and pneumatic), and extinguishing all sources of ignition. The Contractor supervisor or crew leader should take a head count to ensure that all contract personnel are accounted for. The contractor's personnel should remain within at a safe distance of the area they evacuated until the "ALL CLEAR" is announced and Citadel Public Safety has instructed them that they may return to work area.

3.3 OBTAINING ASSISTANCE FOR A MEDICAL EMERGENCY:

- A. If the contractor requires assistance for a Medical Emergency, please call 911. Public Safety can assist by calling 811 from/on a campus phone or 843-953-5114 from a mobile phone. When the operator answers, the caller shall identify the area where assistance is needed, type of injury or accident, his/her name, and the company name. The caller should not hang up until all the information has been verified.

3.4 ACCIDENT/INCIDENT REPORTING:

- A. If a person is seriously injured or the Contractor becomes aware of a fire, explosion, fatality, or other serious incident, the Contractor should immediately notify Public Safety at 811. The Citadel's Project Manager and The Citadel's Public Safety Officer should then be immediately informed of the incident.
- B. Contractors are responsible for notifying SC LLR in the event of a fatality or multiple injuries involving their employees. News releases should be coordinated with the Citadel Office of Communication and Marketing.

PART 4 – WORK ISSUES

4.1 PROTECTION OF PROPERTY:

- A. In accordance with the project contract, the Contractor will be held liable for any damage to personal and real property as a result of the contractor's failure to properly protect.

END OF SECTION 01 10 00



ENVIRONMENTAL HEALTH & SAFETY, FIRE MARSHAL'S OFFICE

HOT WORK PERMIT

Effective: 12 AUG 2022

NOTE: BEFORE BEGINNING HOT WORK, MAKE SURE ALL PRECAUTIONS ARE IN PLACE!

This hot work permit is required for any temporary welding, cutting, Thermite welding, brazing, soldering, grinding, thermal spraying, any operation involving open flame torches, or any other similar activity on campus.

Per the 2018 International Fire Code, Section 105.6.23 an operational permit is required for hot work...

Per the 2018 International Fire Code, Section 3504.1.1 Hot work areas shall not contain combustibles or shall be protected with appropriate shielding to prevent sparks, slag or heat from igniting exposed combustibles.

Per The Citadel Fire Marshal's Office, effective 12 August 2022, all hot work conducted on The Citadel Campus and campus-owned property shall scan the hot work area with a Thermal Imaging device after the required fire watch, to determine that the work area is safe to end fire watch.

A Thermal Imager can be contractor-owned, or The Citadel Fire Marshal's Office can provide one during normal working hours. If work is completed after hours, coordination shall be made with the Fire Marshal's Office to accommodate Thermal Imaging requirements. It shall be the decision of the campus Fire Marshal's Office if a Thermal Image is required or not.

HOT WORK PRE-INSPECTION CHECKLIST

Yes	No	NA	Item
Fire Protection Equipment:			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Available sprinklers in normal automatic mode and fire alarm system isolated.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot work equipment is in "good" working condition.
Assess 35 feet radial "sphere" of work for potential fire hazards:			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Floors, work level and below, cleaned or protected.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All other combustibles are removed or shielded from sparks.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transmission or conveying of sparks to adjacent areas eliminated or protected.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Explosive atmosphere eliminated or potential not present.
Work on walls, ceilings, or enclosed equipment:			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Construction materials are verified as noncombustible and without combustible covering or insulation.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Combustibles on the other side of walls are relocated or protected.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enclosed equipment is cleaned and protected from all combustibles.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Containers purged of flammable liquids/vapors.
Fire watch/hot work area monitoring requirements:			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Continuous fire watch provided during and for at least 30 minutes after hot work is completed, including all breaks.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire watch supplied with suitable extinguishers.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire watch trained in the use of fire equipment and sounding alarm.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A Thermal Image shall be required after completion of the fire watch, to ensure the hot work area has cooled to acceptable levels (the Fire Marshal's Office or approved Citadel representative can provide a thermal imager to meet the requirement of this permit).
Other precautions that may be required:			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire watch provided for adjoining areas, above, and/or below.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confined space or Lock-Out-Tag-Out required/used.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Area smoke or heat detection is disabled at the Fire Alarm Control Panel.

HOT WORK PERMIT

Permit Number:

INSTRUCTIONS:

The person doing the work must:

- Notify to schedule inspection from Environmental Health & Safety Office a minimum of 1 day before hot work starts.
- Call or email Fire Marshal Jesse Soares at (843) 608-0797, jsoares1@citadel.edu, to schedule the initial hot work area inspection.
- Have all hot work equipment in place prior to the initial hot work area inspection.
- Wait for approval from Environmental Health & Safety / Fire Marshal before starting any hot work.

After completion of hot work, a Thermal Image of the work area is required.

Hot work being done by:

Employee Contractor

Name of person doing hot work: _____

Contact phone number: _____

Company/Department: _____

Supervisor Name: _____

Supervisor phone number: _____

Name of Assigned Fire Watch: _____

Fire Extinguisher Provided: Yes No Type: _____ Size: _____ Lbs.

Date of Work: _____

Approximate Time of Job Start: _____

Approximate Time of Job Finish: _____

Building: _____

Floor: _____

Room/Approximate Location: _____

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized to work.

Signature of EH&S / Fire Marshal

Date/Time

Thermal Imaging required per The Citadel Fire Marshal's Office

Contractor or Campus Staff acknowledges the Thermal Image requirements:

INDIVIDUALS PERFORMING HOT WORK ARE REQUIRED TO CALL (704) 930-9882 AND OR EMAIL THE CAMPUS FIRE MARSHAL AT jsoares1@citadel.edu PRIOR TO STARTING AND AFTER COMPLETING ALL HOT WORK.

NOTE: A thermal image of the hot work area is required to be completed before the required fire watch can be secured.

NOTE: A copy of this permit shall be kept near the hot work area.



THE CITADEL

The Citadel
Procurement Services
171 Moultrie Street
Charleston, SC 29409
843-953-2737
procurement@citadel.edu

Drug-Free Workplace Act

Effective, January 1, 1991, the State of South Carolina enacted the Drug-Free Workplace Act, S.C. Code Ann. Section 44-107-10 of the South Carolina code of Laws. This Act prohibits state agencies from entering into contracts or making purchases in excess of \$50,000 from companies, regardless of their state of incorporation, who have not certified that they provide a drug-free workplace and that they will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. To ensure compliance with the Act, The Citadel requires a signed certification from all vendors who do business with the College, regardless of the dollar amount of the purchase.

Certification

By signing below, the company hereby certifies to The Citadel, The Military College of South Carolina, that it is in full compliance with the South Carolina Drug-Free Workplace Act, South Carolina Code of Laws, Sections 44-107-10, et seq.

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



THE CITADEL

OFFICE OF FACILITIES
AND ENGINEERING

May 10, 2024

Summerall Chapel Stained Glass Rest. 2025

IH-653

Abatement Scope of Work

General Description of Work: The original stained-glass windows in Summerall Chapel have asbestos containing caulk on interior and exterior. The caulk on the interior and exterior must be abated ahead of removal of the stained-glass panels for restoration. There are 4 windows to be abated during this scope of work, and they are listed below.

All work shall be in accordance with all DHEC, local, state, and federal laws and regulations.

Project will be constructed under a single prime contract.

The contractor must coordinate all work, including work by Owner.

Care should be taken when removing caulk to not damage existing window frame, glazing and stone surrounds.

All equipment, materials, and permits required to perform the work are the responsibility of the contractor, including but not limited to scaffolding. Some movement of pews will be required for installation of scaffolding. Pews located under scaffolding should have their cushions removed and relocated in the Chapel for the duration of the work. Plastic should cover all pews under scaffolding. Scaffolding will not be braced by anchoring into any surface in the Chapel.

The contractor should plan for adequate protection during work. Plywood should be laid over floor where scaffolding is concentrated either on a cart or stored while installing. Ram board should be laid over flooring on all paths used for scaffolding installation.

Refer to S&ME asbestos testing dated 1 August 2022 and abatement plan dated 24 April 2024. This is hereby incorporated into the Contract Documents. See S&ME report for required submittals, insurance, documentation, and procedures.

Windows to be Abated: G, H, I, K, also see attached plan

Interior Schedule:

- Scaffolding installation, containment installation, caulk removal, clearance air testing, containment removal: July 15 – August 8
 - **Air Clearance:** Commence no later than Noon, August 5
 - Three days are required for clearance air sampling following removal and final visual inspection(s) of window caulk.

Office of Facilities and Engineering

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- 1 day for air sample collection
- 1 day for lab results
- 1 day for tear down of containment and removal of equipment
- **Completion Deadline:** Noon, August 8 (Containment must be removed by this date. Air clearance must pass earlier, in order to have adequate time to remove containment)
- **Cleaning Deadline:** 3:00 pm, August 8 (Chapel must be cleaned completely of any dust, debris, equipment, and materials.)
- **Owner Site Visit:** Confirmation by 4:00 pm, August 8
- **Chapel Reopened (no work to be done):** August 9 – 16 (Scaffolding can remain in place)
- **Scaffolding Removal:** August 19 – 23

Interior Scope:

- Scaffolding on the interior will be required to reach all 4 windows.
- Containment will be required.
 - G, H, and I may be captured in one containment with one continuous set of scaffolding
 - K will require separate scaffolding and containment
- Based on observations of previous work, to meet the time constraints, **it is critical to work in both containments simultaneously.**
- For each containment, negative air will need to be exhausted to the exterior. The preferred routing is through the Chaplain's office for both.
- Air monitoring and clearance testing will be required. The owner will procure this, but the contractor is expected to coordinate schedule with the testing agency.
- Each containment will require a TEM clearance.
- Windows should be caulked using a clear silicone caulk, GE Advanced silicone or approved equal.
- No damage should be done to the interior features of the Chapel, including but not limited to floors, pews, walls, stone window surrounds, stained glass, organ pipes, equipment (AV, IT, fire alarm, etc.) If any damage, the contractor is responsible for repairing or replacing. Photos should be taken prior to start work and provided to the Owner.

Exterior Schedule:

- The dates for this work are more flexible, but the work should fall within November 4 – 22, 2024 or December 9 – 27. Work could also be split and some during each window of time.

Exterior Scope:

- On the exterior, a lift has been used previously, but this is up to the contractor to access windows.

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- No damage should be done to the surrounding including but not limited to structures, landscaping, grass, or hardscapes (sidewalks, etc.). If any damage, the contractor is responsible for repairing or replacing. Photos should be taken prior to start work and provided to the Owner.
- No containment or air monitoring is required for the exterior.
- There is exterior protective glazing that the abatement contractor will need to remove to access the exterior caulk.
- Windows should be caulked using a clear silicone caulk, GE Advanced silicone or approved equal.

Note: Coordination with testing agency (provided by Owner) for air monitoring and clearance testing is contractor's responsibility.



**Asbestos Project Design
Summerall Chapel – Stained Glass Windows
The Citadel, Military College of South Carolina
Charleston, South Carolina
S&ME Project No. 22130410**

PREPARED FOR:

**The Citadel, Military College of South Carolina
171 Moultrie Street
Charleston, SC 29409**

PREPARED BY:

**S&ME, Inc.
620 Wando Park Boulevard
Mt Pleasant, SC 29464**

April 24, 2024



1.0 General

This document is provided as guidance for the abatement and disposal of friable asbestos containing materials (ACMs) associated with stained glass windows in Summerall Chapel, located on the campus of The Citadel in Charleston, South Carolina. This plan does not state all requirements of the applicable regulations and is only to be used to supplement those regulations. S&ME will provide onsite asbestos air monitoring as required by the South Carolina Department of Health and Environmental Control (SCDHEC) during those activities associated with regulated (friable) removal. Asbestos activities shall be performed in accordance with applicable State and Federal regulations, to include but not limited to 40 CFR 61, Subpart M; 29 CFR 1926.1101, and SCDHEC Regulations 61-86.1.

The asbestos containing caulk is located on small, medium and large stained-glass windows at the Summerall Chapel. The Owner or Owner's Representative shall designate the specific windows scheduled for abatement activities. Representative windows present are exhibited on figures H-1 through H-4 dated April 24, 2024. The following representative windows and associated quantities are approximate and shall be used for bidding and permitting purposes.

- Asbestos containing window caulk associated with representative LARGE windows (A, F, K and L) – Approximately 628 linear feet per window
- Asbestos containing window caulk associated with representative MEDIUM windows (B, C, D, E, G, H, I and J) – Approximately 264 linear feet per window
- Asbestos containing window caulk associated with representative SMALL-1 windows (13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46) – Approximately 26 linear feet per window
- Asbestos containing window caulk associated with representative SMALL-2 windows (28, 29, 30 and 31) – Approximately 19 linear feet per window

The Owner or Owner's Representative shall designate the specific windows included in this abatement plan. Abatement schedule shall be closely coordinated with the Owner or Owner's Representative.

The above-referenced ACMs were identified in the *Limited Asbestos Assessment Report*, dated August 1, 2022 and prepared by S&ME. The referenced report is attached to this Project Design as support data.

The asbestos abatement contractor (Contractor) shall be licensed by the SCDHEC Asbestos Section to perform the friable asbestos abatement activities described herein. The Contractor shall submit written notification for a friable asbestos abatement project to the SCDHEC Asbestos Section and obtain an asbestos project license and landfill approval for proper disposal. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers and visitors to the site. The Contractor shall hold the Owner and Owner's representatives



harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

2.0 Abatement Submittals

1. The Contractor shall maintain the following documentation prior to the start and throughout abatement activities:
 - - SCDHEC Asbestos project license with landfill approval;
 - - SCDHEC Worker and supervisor licenses;
 - - Medical and respiratory statement of compliance with 29 CFR 1910.134 and 1926.1101; and
 - - Pollution Liability Insurance.
2. Pollution liability insurance shall include abatement and transportation, shall be occurrence based, and written on a project basis with coverage of \$1,000,000 with a deductible of \$5,000 for any one occurrence. A project specific insurance certificate shall be provided listing The Citadel as an Additional Insured.
3. The Contractor shall submit to the Owner, the following documentation at the completion of work activities:
 - Disposal manifests or waste shipment records; and
 - SCDHEC asbestos abatement project license.

3.0 Abatement Procedures

1. The removal of the asbestos containing window caulk shall be permitted and performed as a friable (regulated) project, in accordance with the SCDHEC Regulations 61-86.1 (Standards of Performance for Asbestos Projects).
2. Access to the asbestos containing materials will require scaffolding to conduct abatement activities. Interior abatement activities shall be conducted within a negative pressure enclosure in accordance with SCDHEC Regulations 61-86.1.
3. Each NPE shall have negative air filtration fitted with high efficiency particulate air (HEPA) filters until satisfactory clearance air sampling is achieved, contiguous five-stage decontamination unit composed of a clean room, airlock, shower with hot and cold running water, airlock and equipment room, 24"x24" viewing window to the work area, waste load-out if feasible, critical barriers, pressure differential manometer, and maintain continuous negative air pressure at a minimum negative 0.02 inches of water. See Figure 3.1. for diagram of personal decontamination unit:

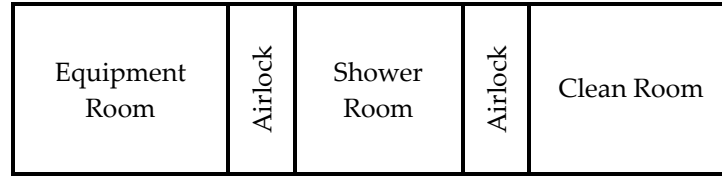


Fig. 3.1. Personal Decontamination Unit

4. Asbestos materials shall be adequately wet throughout all phases of removal activities.
5. Following removal of asbestos containing caulk from each area of abatement, a clear, translucent encapsulant shall be applied (i.e. brushed, rolled) to stone surfaces previously contained within the NPE during abatement activities. Contractor shall not spray-apply post-abatement encapsulant. Care shall be taken to prevent encapsulant from getting onto glass panes.
6. Onsite air monitoring will be performed by S&ME, Inc. in accordance with the SCDHEC regulations during interior abatement activities, to include but not limited to pre-cleaning, containment preparation, gross asbestos removal, load-out of waste bags, fine cleaning, and prior to removal of containment. Air monitoring is addressed in Item 9 of this plan.
7. The Contractor shall be solely responsible for compliance with 40 CFR 61, Subpart M, 29 CFR 1926.1101, SCDHEC Regulations 61-86.1, and the Asbestos Project Design. Personal protective measures for personnel shall comply with the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101.

4.0 Abatement Control Areas

1. If approved by SCDHEC Asbestos Section, a remote, five-stage personnel decontamination unit may be established adjacent to the NPE at ground level, versus contiguous to the NPE. The decontamination unit shall be placed at the base of the scaffold in a safe location. Floor surfaces traversed between the scaffold and the decontamination unit shall be covered in one layer of 6-mil polyethylene sheeting.
2. The work area shall be secured at the end of each shift to prevent entry into the work area by unauthorized personnel.
3. An asbestos control area shall be established in the areas where asbestos is removed or otherwise disturbed, as required by the SCDHEC and OSHA.
4. Asbestos danger signs in accordance with OSHA 29 CFR 1926.1101 shall be displayed at all approaches to the asbestos abatement areas.
5. Control boundaries shall be established with a minimum of red, asbestos danger barrier tape.



5.0 Abatement Control of Pollution

1. Waste shall be placed in two 6-mil polyethylene bags and appropriately labeled in accordance with the OSHA and EPA Regulation 40 CFR61.149(d)(1)(i)(ii) and (iii), as amended and any subsequent amendments and editions, during all loading, unloading and storage operations.
2. The asbestos materials shall be wetted using amended water during removal activities and adequately wet while bagged/containerized.
3. A visual inspection shall be conducted by S&ME, Inc. and the Contractor after gross removal of the asbestos materials and fine cleaning, and prior to collection of clearance air samples.

6.0 Personal Protective Equipment

1. Respiratory protection shall be donned as warranted in accordance with 29 CFR 126.1101 and 29 CFR 1910.134.
2. Respirators must be approved by MSHA and the National Institute for Occupational Safety and Health (NIOSH).
3. Abatement workers shall wear two layers of full-body protective coveralls while performing abatement activities. The first layer of coveralls shall be removed in the designated chamber, as described in Section 4, item 2.
4. Additional Personal Protective Equipment to include but not limited to hand, face, foot and eye protection shall be provided and employed by the Contractor as required by OSHA.

7.0 Disposal

1. Waste containers used to hold and/or transport asbestos waste shall be properly labeled in accordance with OSHA 29 CFR 1926.1101, EPA 40 CFR 61.152 and DOT Regulations.
2. Waste containers shall be sealed and locked at all times asbestos waste is not being loaded or unloaded. The waste container shall be enclosed (closed-top) and lined with 6-mil polyethylene sheeting on all interior surfaces.
3. No bagged or containerized asbestos waste shall be left in the work area between shifts.
4. Waste shall be transported and disposed in a manner that will not permit the release of asbestos fibers into the air.



5. Waste shall be transported by the Contractor to the appropriate SCDHEC permitted landfill.
6. The Contractor shall obtain waste shipment records from the landfill to document disposal of all asbestos waste. Waste shipment records shall be signed by the landfill operator and contractor shall submit copies to SCDHEC and the Owner upon completion of the project.
7. A chain-of-custody form shall be used and include the names of the building owner, contractor and disposal site, the estimated quantity of asbestos waste, and the type and number of containers used. Each time the material changes custody, the form shall be signed by the persons exchanging custody.

8.0 Interface of Trades

No other contractors or personnel shall enter the control area during abatement activities.

9.0 Air Monitoring

1. Asbestos air monitoring shall be performed as required by the SCDHEC regulations. Onsite air monitoring will be performed by S&ME, Inc. by a SCDHEC licensed Air Sampler.
2. For interior abatement, background and daily air monitoring shall be performed in accordance with the SCDHEC requirements using collection media, procedures, and analytical methods in accordance with NIOSH 7400 Method using phase contrast microscopy (PCM).
3. Following substantial completion of abatement of interior ACMs, clearance air sampling shall be performed via transmission electron microscopy (TEM) in accordance with the SCDHEC regulations. Satisfactory clearance via TEM is achieved when an average of five samples per work area do not exceed 70 structures per square millimeter (s/mm²).
4. Outdoor daily air monitoring may be performed during exterior abatement activities, at the discretion of the Owner.
5. A final visual inspection will be performed by S&ME, Inc. and the Contractor at the completion of asbestos removal activities, and prior to collection of clearance samples.
6. Personal sampling shall be performed in accordance with OSHA 29 CFR 1926.1101 and is the responsibility of the Contractor.

END OF DOCUMENT

Attachments



**South Carolina
Department of Health and Environmental Control**

Asbestos License

Terry W. Richburg

SCDHEC ISSUED

Asbestos ID Card

Terry Richburg



**AIRSAMPLER
CONSULTMP
CONSULTPD**

**AS-00150
MP-00110
PD-00054**

**Expiration Date:
02/06/25
07/18/24
07/20/24**

*Air Sampler AS-00150
Management Planner MP-00110
Project Designer PD-00054*

GENERAL NOTES

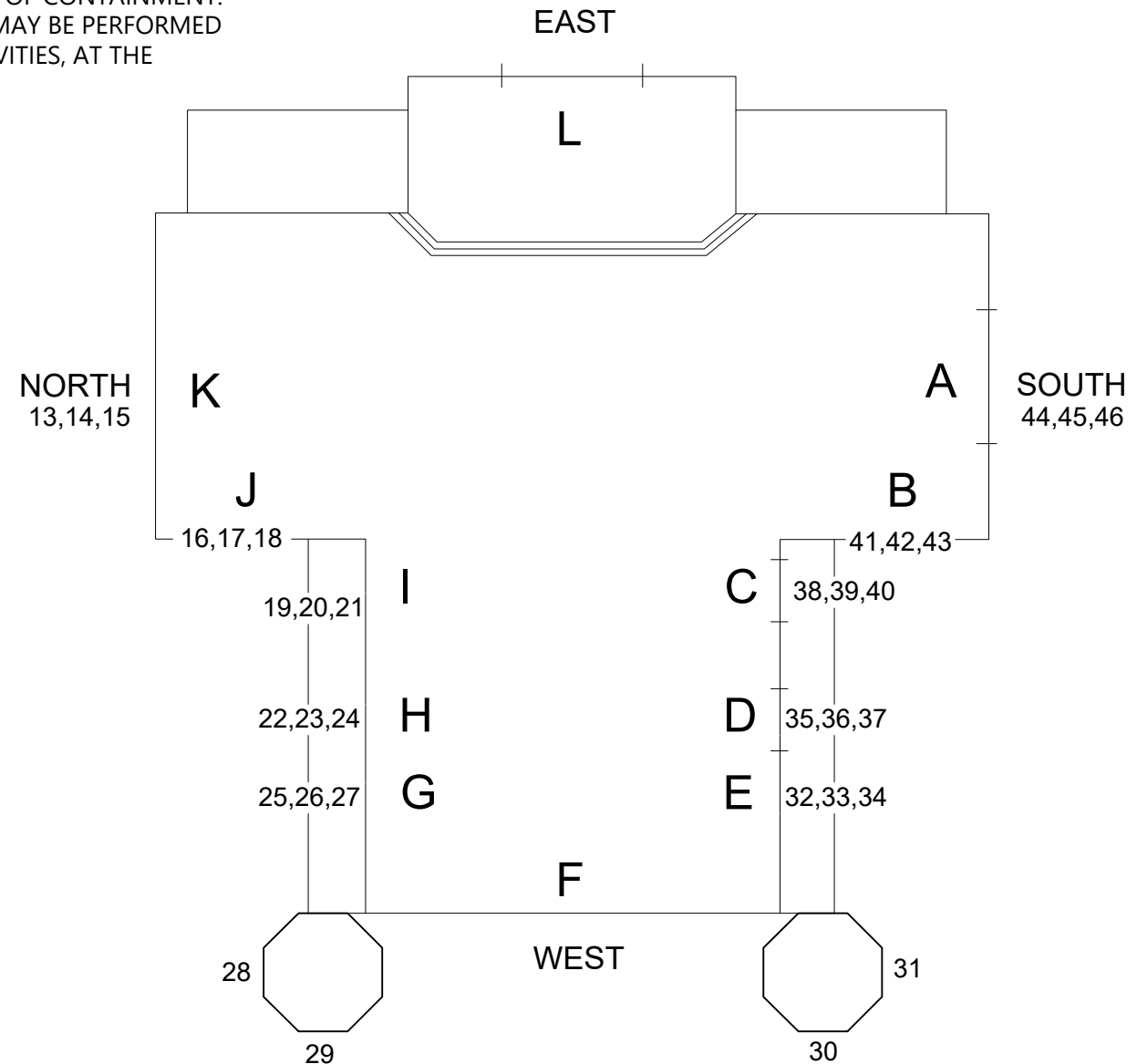
- VERIFY FIELD CONDITIONS, DIMENSIONS, QUANTITIES, AND ASSOCIATED DETAILS.
- PERFORM ASBESTOS ABATEMENT WORK IN ACCORDANCE WITH EPA 40 CFR 61 SUBPART M, OSHA 29 CFR 1926.1101 AND SCDHEC 61-86.1.
- POLLUTION LIABILITY SHALL INCLUDE ABATEMENT AND TRANSPORTATION, SHALL BE OCCURRENCE BASED, AND WRITTEN ON A PROJECT BASIS WITH COVERAGE OF \$1,000,000 WITH A DEDUCTIBLE OF \$5,000 FOR ANY ONE OCCURRENCE. A PROJECT SPECIFIC INSURANCE CERTIFICATE SHALL BE PROVIDED LISTING THE CITADEL AS AN ADDITIONAL INSURED.
- ACCESS TO THE ASBESTOS CONTAINING MATERIALS WILL REQUIRE SCAFFOLDING TO CONDUCT ABATEMENT ACTIVITIES. SCAFFOLDING USED DURING ABATEMENT ACTIVITIES SHALL BE USED IN ACCORDANCE WITH OSHA 29 CFR 1926.451.

ASBESTOS NOTES

- THE REMOVAL OF THE ASBESTOS CONTAINING WINDOW CAULK SHALL BE PERMITTED AND PERFORMED AS A FRIABLE (REGULATED) PROJECT, IN ACCORDANCE WITH THE SCDHEC REGULATIONS 61-86.1 (STANDARDS OF PERFORMANCE FOR ASBESTOS PROJECTS).
- INTERIOR ABATEMENT ACTIVITIES SHALL BE CONDUCTED WITHIN A NEGATIVE PRESSURE ENCLOSURE IN ACCORDANCE WITH SCDHEC REGULATIONS 61-86.1.
- EACH NPE SHALL HAVE NEGATIVE AIR FILTRATION FITTED WITH HIGH EFFICIENCY PARTICULATE AIR (HEPA) FILTERS UNTIL SATISFACTORY CLEARANCE AIR SAMPLING IS ACHIEVED, CONTIGUOUS FIVE-STAGE DECONTAMINATION UNIT COMPOSED OF A CLEAN ROOM, AIRLOCK, SHOWER WITH HOT AND COLD RUNNING WATER, AIRLOCK AND EQUIPMENT ROOM, 24"X24" VIEWING WINDOW TO THE WORK AREA, WASTE LOAD-OUT IF FEASIBLE, CRITICAL BARRIERS, PRESSURE DIFFERENTIAL MANOMETER, AND MAINTAIN CONTINUOUS NEGATIVE AIR PRESSURE AT A MINIMUM NEGATIVE 0.02 INCHES OF WATER.

- ASBESTOS MATERIALS SHALL BE ADEQUATELY WET THROUGHOUT ALL PHASES OF REMOVAL ACTIVITIES.
- FOLLOWING REMOVAL OF ASBESTOS CONTAINING CAULK FROM EACH AREA OF ABATEMENT, A CLEAR, TRANSLUCENT ENCAPSULANT SHALL BE APPLIED (I.E. BRUSHED, ROLLED) TO STONE SURFACES PREVIOUSLY CONTAINED WITHIN THE NPE DURING ABATEMENT ACTIVITIES. CONTRACTOR SHALL NOT SPRAY-APPLY POST-ABATEMENT ENCAPSULANT. CARE SHALL BE TAKEN TO PREVENT ENCAPSULANT FROM GETTING ONTO GLASS PANES.
- ONSITE AIR MONITORING WILL BE PERFORMED BY S&ME, INC. IN ACCORDANCE WITH SCDHEC REGULATIONS DURING INTERIOR ABATEMENT ACTIVITIES, TO INCLUDE BUT NOT LIMITED TO PRE-CLEANING, CONTAINMENT PREPARATION, GROSS ASBESTOS REMOVAL, LOAD-OUT OF WASTE BAGS, FINE CLEANING, AND PRIOR TO REMOVAL OF CONTAINMENT. OUTDOOR DAILY AIR MONITORING MAY BE PERFORMED DURING EXTERIOR ABATEMENT ACTIVITIES, AT THE DISCRETION OF THE OWNER.

- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH 40 CFR 61, SUBPART M, 29 CFR 1926.1101, SCDHEC REGULATIONS 61-86.1, AND THE ASBESTOS PROJECT DESIGN. PERSONAL PROTECTIVE MEASURES FOR PERSONNEL SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) 29 CFR 1926.1101.



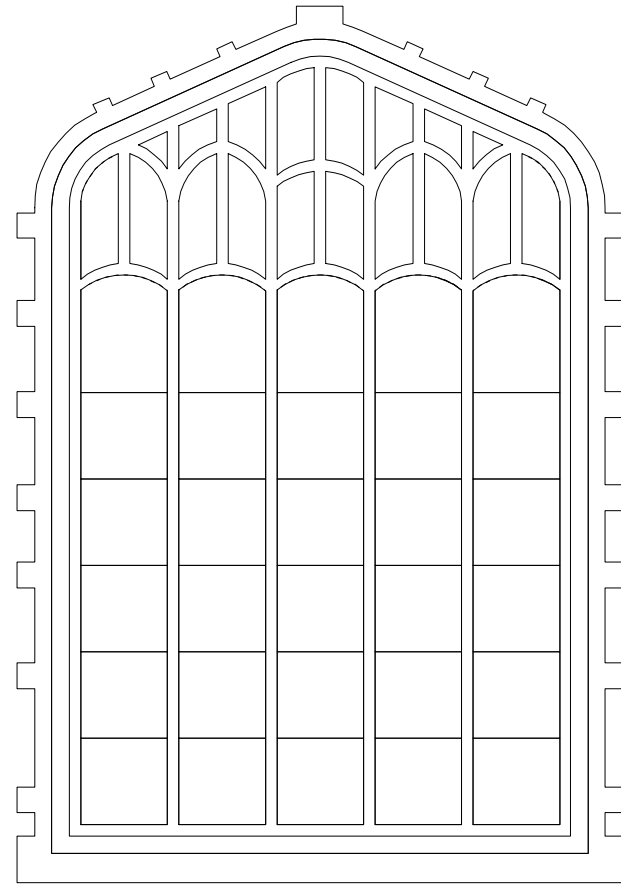
ASBESTOS REMOVAL AND DISPOSAL NOTES

SUMMERALL CHAPEL
THE CITADEL
CHARLESTON, SOUTH CAROLINA

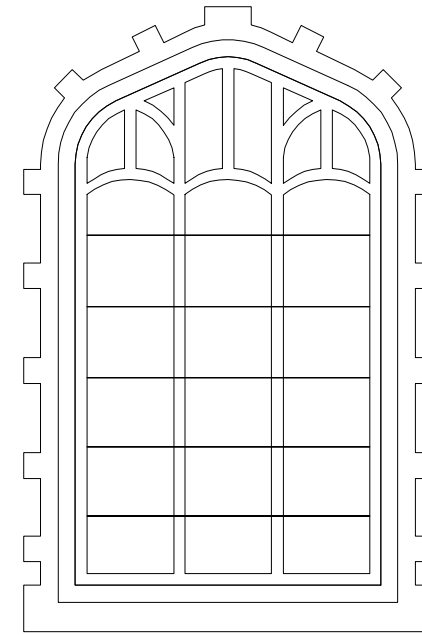
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4/24/2024
PROJECT NUMBER
22130410
FIGURE NO.

H-1

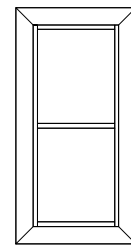
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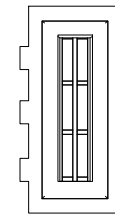
REPRESENTATIVE LARGE WINDOW
A, F, K AND L
ASBESTOS CONTAINING CAULK (INTERIOR &
EXTERIOR) - APPROXIMATELY 628 LINEAR FEET PER WINDOW



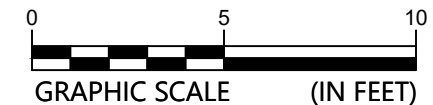
REPRESENTATIVE MEDIUM WINDOW
B, C, D, E, G, H, I AND J
ASBESTOS CONTAINING CAULK (INTERIOR &
EXTERIOR) - APPROXIMATELY 264 LINEAR FEET PER WINDOW



REPRESENTATIVE SMALL-1 WINDOW
13, 14, 15, 16, 17, 18, 19,
20, 21, 22, 23, 24, 25, 26, 27
32, 33, 34, 35, 36, 37, 38, 39,
40, 41, 42, 43, 44, 45, AND 46
ASBESTOS CONTAINING CAULK (INTERIOR & EXTERIOR)
APPROXIMATELY 26 LINEAR FEET PER WINDOW



REPRESENTATIVE SMALL-2 WINDOW
28, 29, 30 AND 31
ASBESTOS CONTAINING CAULK (INTERIOR & EXTERIOR)
APPROXIMATELY 19 LINEAR FEET PER WINDOW



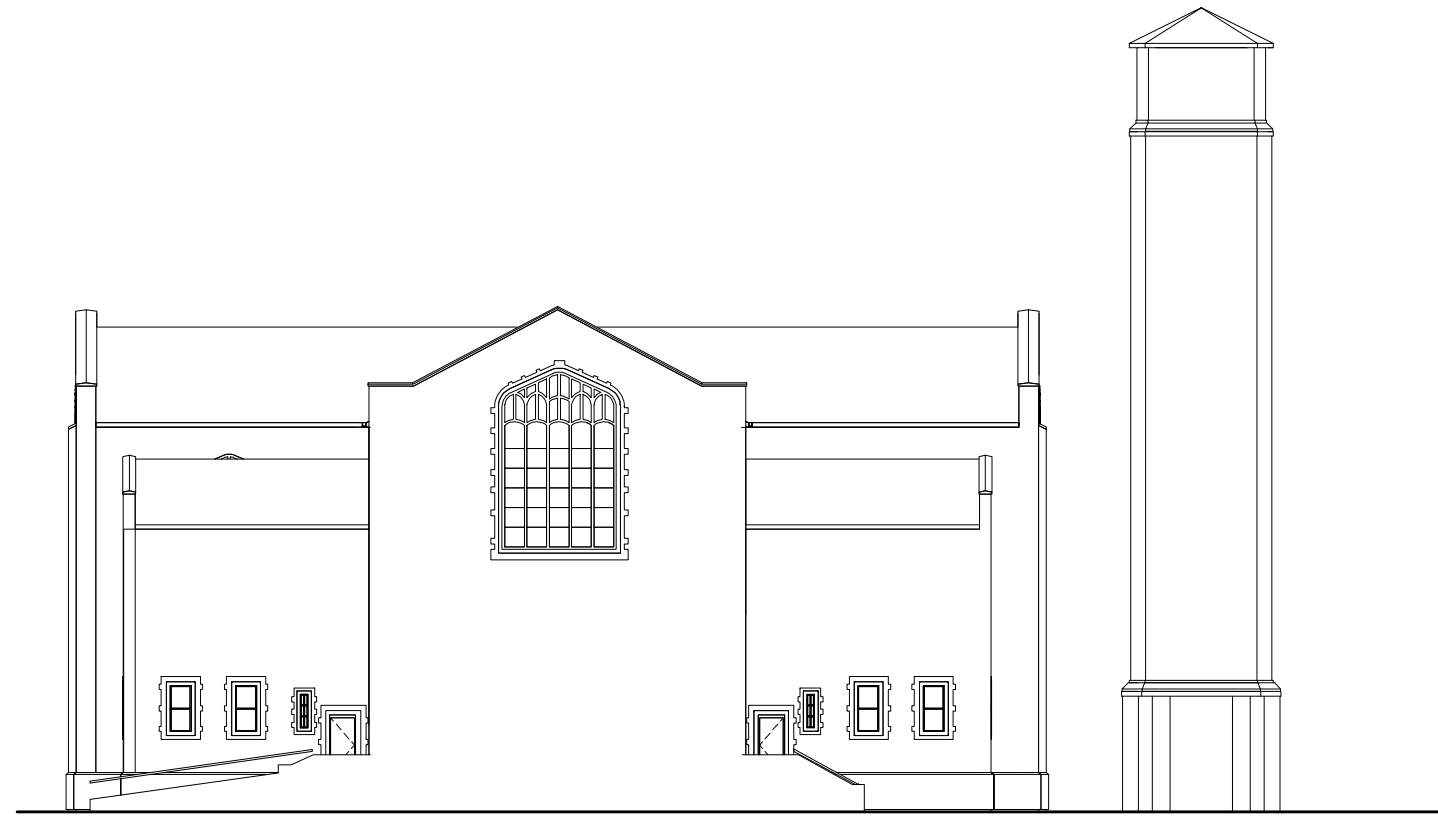
**ASBESTOS REMOVAL AND DISPOSAL
REPRESENTATIVE WINDOW TYPES**

SUMMERALL CHAPEL
THE CITADEL
CHARLESTON, SOUTH CAROLINA

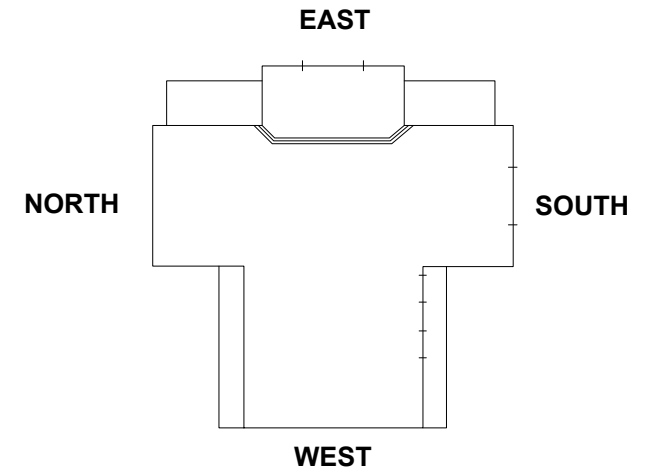
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PROJECT NUMBER
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FIGURE NO.

H-2

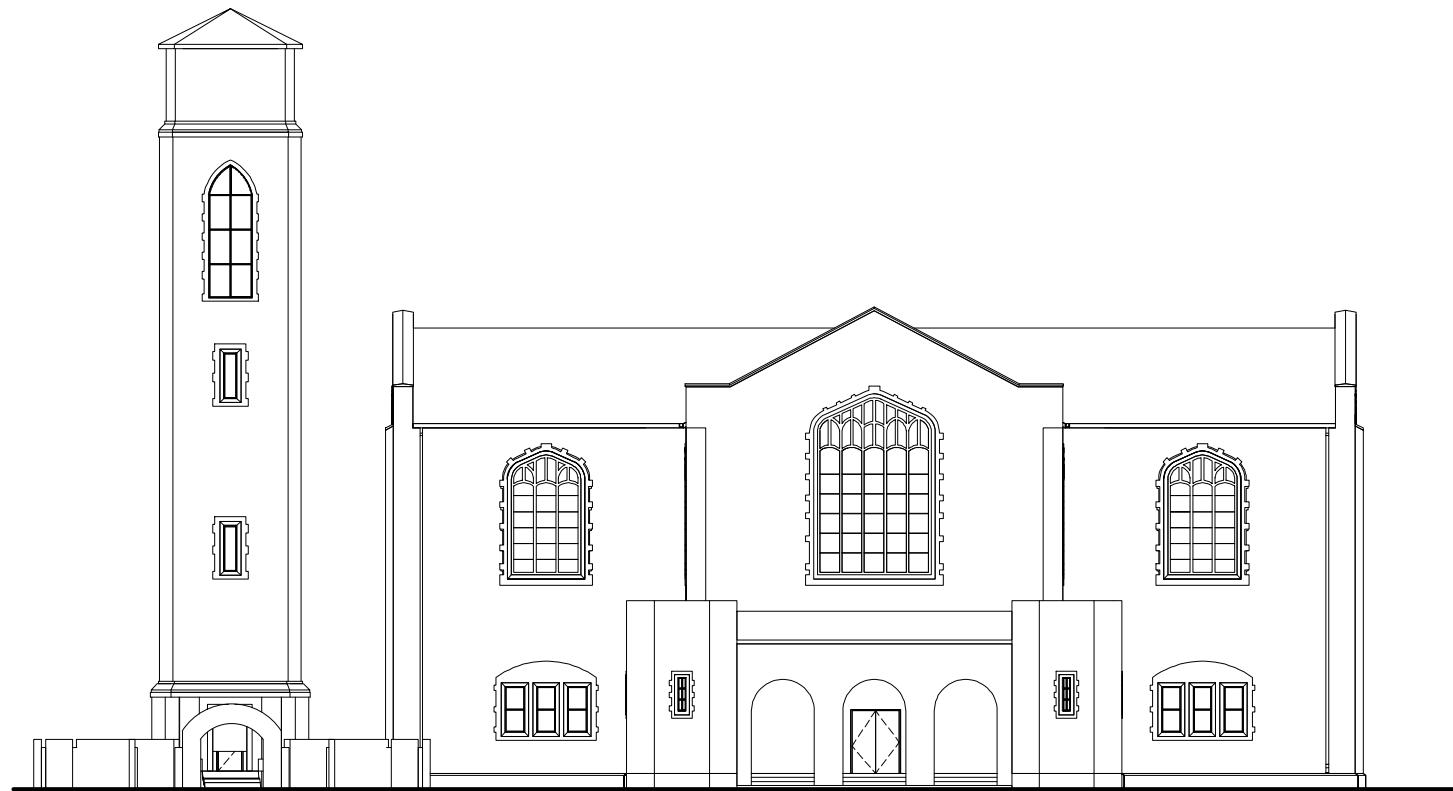
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EAST ELEVATION



KEY PLAN



WEST ELEVATION



**ASBESTOS REMOVAL AND DISPOSAL
EXTERIOR ELEVATIONS**

SUMMERALL CHAPEL
THE CITADEL
CHARLESTON, SOUTH CAROLINA

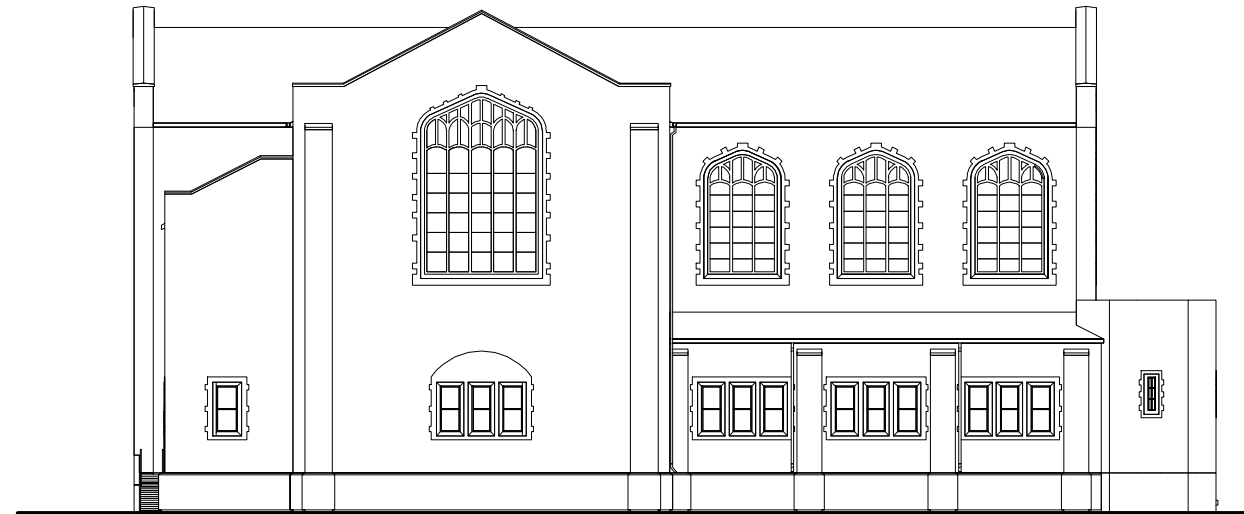
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PROJECT NUMBER
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FIGURE NO.

H-3

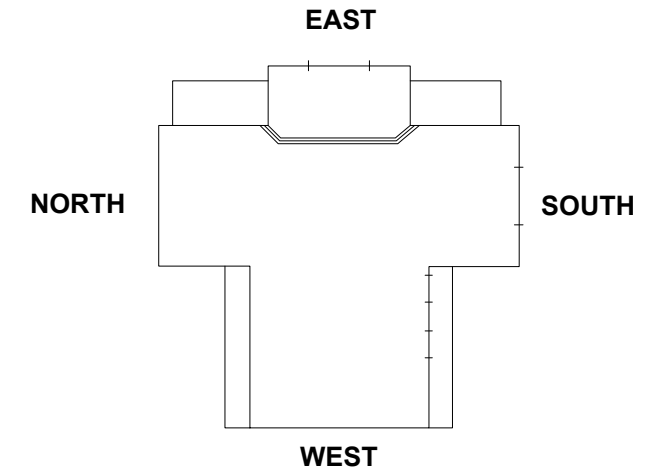
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SOUTH ELEVATION



NORTH ELEVATION



KEY PLAN



**ASBESTOS REMOVAL AND DISPOSAL
EXTERIOR ELEVATIONS**

SUMMERALL CHAPEL
THE CITADEL
CHARLESTON, SOUTH CAROLINA

SCALE:
AS SHOWN
DATE:
4/24/2024
PROJECT NUMBER
22130410
FIGURE NO.

H-4



August 1, 2022

The Citadel, Military College of South Carolina
171 Moultrie Street
Charleston, South Carolina 29409

Attention: Ms. Claire Bowman, AIA
cbowman4@citadel.edu

Reference: **Limited Asbestos Assessment Report
Summerall Chapel; Stained-Glass Windows**
The Citadel
Charleston, South Carolina
S&ME Project No. 22130410

Dear Ms. Bowman:

S&ME, Inc. (S&ME) is pleased to provide this report summarizing the asbestos assessment we performed at the referenced site on July 21, 2022, limited to the existing stained-glass windows. Our services were performed in general accordance with S&ME Proposal No. 22130410 dated July 14, 2022, and the State of South Carolina STC for Asbestos/Lead Paint/Mold Collection and Testing Contract No. 4400027994 (December 24, 2021 to December 24, 2024) between S&ME and the State of South Carolina. The following sections include the project background, sampling and analysis procedures, findings and results, and conclusions and recommendations.

◆ Project Background

S&ME performed an asbestos assessment, limited to the stained-glass windows in Summerall Chapel on the campus of The Citadel in Charleston, South Carolina. The asbestos assessment was conducted on July 21, 2022 by Bill Seaborn (S&ME). It is our understanding that stained-glass windows A, C, D and L as designated by the Citadel, are scheduled for removal, restoration, and replacement. The purpose of the asbestos assessment was to assess, identify, and provide recommendations to properly treat asbestos containing materials (ACMs) associated with the stained-glass windows to prevent worker exposures, emissions and properly dispose of the subject materials, prior to the planned restoration activities.

◆ Procedures

A sampling strategy was developed to provide representative samples in accordance with the South Carolina Department of Health and Environmental Control (SCDHEC) and the Environmental Protection Agency (EPA), limited suspect ACMs associated with the referenced stained-glass windows. Bulk samples of the identified suspect ACMs were collected by a SCDHEC licensed inspector. The bulk samples were extracted, recorded on a chain of custody record, and submitted to our in-house Polarized Light Microscopy (PLM) laboratory. Confirmation analysis, if applicable, was performed by Transmission Electron Microscopy (TEM) for non-friable organically bound materials reported negative by PLM. The laboratory is accredited by the National Voluntary



Laboratory Accreditation Program (NVLAP), which is administered by the National Institute of Standards and Technology.

◆ Findings and Results

The limited asbestos assessment performed on July 21, 2022, included bulk sampling and analysis of window caulk associated with the referenced stained-glass windows. Based on the results of the bulk samples collected, the following ACM was identified:

Table 1: Summary of Confirmed ACMs

Material	HA	Location	Asbestos Type	Percent	Condition	Potential for Disturbance	*Approx. Quantity
Window Caulk	C	Perimeter of Windows A, C, D, L	Chrysotile	2	G, NF	PSD	1,785 LF

*Note: The quantities are estimated and should be field verified for bidding purposes.

Abbreviations:

HA = homogeneous area	SF = square feet	LF = linear foot
G = good	D = damaged	NF = non-friable
F = friable	LPD = low potential for disturbance	PD = potential for disturbance
		PSD = potential for sig. disturbance

The identified window caulk is classified as a Category I non-friable ACM, in good condition, with a potential for significant disturbance due to the planned repair activities. It should be noted that the identified asbestos containing window caulk has the potential to become friable during the planned destructive activities.

The EPA, SCDHEC and Occupational Safety and Health Administration (OSHA) defines a material as asbestos containing if an asbestos content greater than one percent (>1%) is detected in a representative sample.

The summary of asbestos results is provided in Attachment I and exhibits the sample number, location, type of material tested, approximate quantity of the material sampled, condition of the material, and corresponding result for each sample. Representative photographs are provided in Attachment II, and a copy of the inspector's SCDHEC license is provided in Attachment III. The laboratory analyses and chain-of-custody records are provided in Attachment IV.

◆ Limitations

The asbestos assessment and testing was limited to the suspect ACMs impacted by the planned repairs to the stained-glass windows and did not include the entire building. The sampling was performed by observing and sampling specified suspect ACMs associated with the referenced area, and the possibility exists that suspect materials were undetected in inaccessible areas such as wall cavities and pipe chases.



This report is provided for the sole use of The Citadel. Use of this report by any other parties will be at such party's sole risk and S&ME disclaims liability for any such use or reliance by third parties. The results presented in this report are indicative of conditions only during the time of the sampling and of the specific area referenced.

◆ Conclusions and Recommendations

The asbestos assessment performed on July 21 2022, limited to the stained-glass windows in Summerall Chapel on the campus of The Citadel in Charleston, South Carolina, identified the presence of a Category I non-friable ACM in good condition, with a potential for significant damage.

We recommend proper removal and disposal of the ACMs which will be disturbed by the planned repairs, by a SCDHEC licensed asbestos abatement contractor, prior to any destructive activities that may disturb the ACMs, as required by the SCDHEC and EPA. Onsite asbestos air monitoring, by a SCDHEC licensed Air Sampler, must be performed prior to, during, and following the completion of friable abatement activities or activities rendering non-friable ACMs friable, and totaling 160 square feet or greater. If additional suspect ACMs not addressed in this report are discovered during the planned renovation activities, bulk samples must be collected by a SCDHEC licensed inspector and analyzed for asbestos content prior to disturbance or disposal of the suspect material(s). This report should be provided to the contractors working in the area to assist with compliance with state and federal regulations.

◆ Closing

S&ME appreciates the opportunity to provide The Citadel with our industrial hygiene services and we look forward to our continued association. If you have any questions concerning the report, please call either of us at (843) 884-0005.

Sincerely,

S&ME, Inc.

A blue ink signature of James L. McMillan, written in a cursive style.

James L. McMillan
Project Industrial Hygienist

A blue ink signature of Terry W. Richburg, written in a cursive style.

Terry W. Richburg
Environmental Group Leader

Attachments

Attachments

Attachment I – Summary of Asbestos Results



Table I: Summary of Asbestos Results

HA	Material Description	Material Location	² Approx. Quantity	Cat. (F/I/II)	Type	Condition/ Potential for Disturbance	Sample Number	Sample Location	¹ Type and Percent Asbestos
C	Window Caulk	Window Perimeters	1,785 LF	NF Cat I	Misc	G, PSD	SC-C-01	Southwest Window	Chrysotile 2
							SC-C-02	Southeast Window	Chrysotile 2
							SC-C-03	Northwest Window	<i>Not Analyzed</i>

LF = linear feet

F= friable

NF = non-friable

Cat I = Category I

Cat II = Category II

Sur = Surfacing

TSI = Thermal System Insulation

G = good

D = damaged

SD = significantly damaged

Misc = Miscellaneous

PD = potential for disturbance

PSD = potential for significant disturbance

ND = No Asbestos Detected

NA = Not Applicable

EA = each

Bold = >1% asbestos

¹EPA, SCDHEC and OSHA defines a material as asbestos containing if an asbestos content greater than one percent (>1%) is detected in a representative sample

²Quantities are estimated, and should not be used for bidding purposes, as field conditions should be verified

³Samples analyzed by TEM to confirm negative results reported by PLM analysis

Attachment II – Representative Photographs



Typical ACM Window Caulk Location (Interior)



Typical ACM Window Caulk – Sample Location (Interior)

Attachment III – Inspector’s SCDHEC License



**South Carolina
Department of Health and Environmental Control**

Asbestos License

Bill Seaborn

SCDHEC ISSUED
Asbestos ID Card

William Seaborn

	AIRSAMPLER	AS-00416	Expiration Date:
	CONSULTBI	BI-01317	01/10/23
			01/09/23

*Air Sampler AS-00416
Building Inspector BI-01317*

**Attachment IV – Laboratory Analysis Sheets and Chain of
Custody Records**



9751 Southern Pine Boulevard
 Charlotte, NC 28273
 704-940-1830 Fax 704-565-4929
 NVLAP Lab Code 102075-0

POLARIZED LIGHT MICROSCOPY
 Performed by EPA 600/R-93/116 Method

Asbestos Analysis Summary

Client Name Charleston Office 620 Wando Park Blvd.
Client Job The Citadel Summerall Chapel Mt. Pleasant SC 29464

Date Received 7/22/2022
Date Analyzed 7/25/2022

Job Number 22130410

Lab ID:	Sample #:	Appearance	Comments	Asbestos %/Type	Non-Asbestos Fibrous %/Type	Non-Fibrous %/Type
22-8593	SC-C-01	GREY NONFIBROUS		2 CHRYSOTILE		98 OTHER
22-8594	SC-C-02	GREY NONFIBROUS		2 CHRYSOTILE		98 OTHER

Analyzed by: Jane Wasilewski
Additional Comments: Issued 7/25/22

Jane Wasilewski
 Laboratory Manager

For heterogeneous samples easily separated into subsamples, and for layered samples, each component is analyzed separately. ND = None Detected (Asbestos Not Present In Representative Sample). RCF= (Refractory Ceramic Fiber) The results relate only to the items tested. The sample may not be fully representative of the larger material in question. This report shall not be reproduced except in full with permission from SME, Inc. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Although Polarized Light Microscopy (PLM/Dispersion Staining) (Method EPA 600/R-93/116) is the specified method for analysis of bulk material samples for asbestos under the EPA Asbestos Hazard Emergency Response Act, there have been reports that this method may not identify asbestos when fiber sizes are extremely small or if they are bound in a resinous material. Such materials include floor tile, mastic and asphaltic roofing. Currently, reanalysis by Transmission Electron Microscopy (TEM) to verify results of <1% or "None Detected" for these materials is recommended.

**BULK SAMPLE
CHAIN OF CUSTODY RECORD**



PROJECT NO. 22130410 472		PROJECT NAME The Citadel			RELINQUISHED BY: <i>[Signature]</i>		DATE 7-21-22	TIME 1630	RECEIVED BY: <i>[Signature]</i> 9:45 AM 7/22/22			
FACILITY Summerall Chapel - Windows					RELINQUISHED BY:		DATE	TIME	RECEIVED BY:			
SAMPLER(S) B. Seaborn			DATE TAKEN 7-21-22		RELINQUISHED BY:		DATE	TIME	RECEIVED BY:			
SAMPLE #	HOMOGENEOUS AREA	MATERIAL TYPE	LAB NUMBER	DATE ANALYZED	ANALYSTS INITIALS	ASBESTOS + N/D			ARCHIVE NUMBER	DATE ARCH	ARCHIVERS INITIALS	SPECIAL INSTRUCTIONS
SC-C-01	C	Window	22-8593									PLM
SC-C-02	C	Caulking	94									PLM
SC-C-03	C	"	95									TEM
ALL SAMPLES WILL BE DISPOSED OF NINETY DAYS AFTER ANALYSIS UNLESS OTHERWISE REQUESTED												

MATERIAL TYPES

- | | | |
|------------------------|---------------------|---------------------------|
| A - <4" Pipe Fitting | G - 9-14" Pipe | M - A.H.U. Exp. Jt. |
| B - 4-8" Pipe Fitting | H - >14" Pipe | N - Ceiling/Wall Tile |
| C - 9-14" Pipe Fitting | I - Spray-On/Trowel | O - Fiberboard |
| D - >14" Pipe Fitting | J - Floor Tile | P - Other |
| E - <4" Pipe | K - Tanks/Boiler | (See notes-Front or back) |
| F - 4-8" Pipe | L - A>H>U> Insul. | |

PLM TAT - 5 Days Hours Same Day

TEM TAT - 3 Days Hours Same Day

Do not run TEM if both PLMs are positive