

ADDENDUM NO. 3*Renovation Services for*
WELDON AUDITORIUMManning, South Carolina
Meadors Project No. 21-0024
Clarendon County Project No. ITB 2024-014**DATE OF ISSUE: March 28th, 2025****PREPARED BY:****ARCHITECT:**Meadors, Inc.
2811 Azalea Drive
Charleston SC, 29405
(843) 723-8585

TO ALL OFFERORS: This Addendum modifies the Proposal Documents only in the manner and to the extent stated herein and shown on any accompanying drawings and will become a part of the Proposal Documents. Except as specified or otherwise indicated by this Addendum, all work shall be in accordance with the basic requirements of the Proposal Documents.

This Addendum consists of THREE (3) pages, the following enclosures, and addresses the questions received to date:

I. UPDATED PROJECT SCHEDULE - SCHEDULE HAS BEEN EXTENDED BY ONE WEEK, SEE BELOW:

1. **Tuesday, April 01, 2025: Weldon site is available between 10:00 a.m. – 2:00 p.m.**
2. **Wednesday, April 02, 2025: Weldon site is available between 10:00 a.m. – 2:00 p.m.**
3. **Monday, April 07, 2025: Deadline for questions by 1:00 p.m.**
4. **Tuesday, April 15, 2025: Bid due by 2:00 p.m.**
5. **Monday, April 28, 2025: Bid accepted (tentatively)**

II. ENCLOSURES:

1. Bid Drawing Set Revision 2 – Masonry Update
 - a. A001 – Revision Sheet List
 - b. A006 – Site Plan
 - c. A202-P – East & West Elevations – Proposed
2. Specification Section “005400 Agreement Form Supplement”

III. GENERAL INFORMATION / CLARIFICATIONS:

1. ITB General Questions
 - a. **Question:** There are concerns of receiving the new units in time for your planned function in September as the auditorium will need to be fully scaffold for the Electrical Sub, HVAC Sub, Plaster Sub, and Painting Sub to use because of the sloped floor.
 - i. **Response:** Contractor is to devise a construction schedule around coordinated event on 09/11/2025 between the hours of 10am – 11:30pm. Weldon

Auditorium, CCC Gymnasium, and Loading Dock areas are to be fully accessible during these hours.

- b. **Question:** After a site visit to Weldon, I have determined that there is a real chance that the existing dimming system, at least with its current hardware and state, is not compatible with led replacement. Modern led fixtures use 0-10v dimming, it is possible additional hardware could be purchased to retrofit the existing system to work. I would recommend at the design level reaching out to a stage light professional lighting specialist, specifically a company specializing in Lutron Grafik eye technology. These lights cannot be simply replaced one for one. They can put a proposal package together, along with a detailed scope that the electrical contractors can bid to install.
 - i. **Response:** Items related to this statement can be found in Addendum #2, issued on 03/21/2025.
- c. **Question:** Do you have a list with contact info for the GCs planning to bid this job you can share?
 - i. **Response:** A sign-in sheet from the pre-bid meeting on 03/18/2025 can be found in Addendum #2, issued on 03/21/2025.
- d. **Question:** What would the schedule of this work look like? Do you have a sense of when the plaster repairs might begin?
 - i. **Response:** The county anticipates the entirety of this project from start to finish should take no longer than 365 calendar days. The plaster repair should be coordinated in a complete construction schedule by the contractor. It is our recommendation that plaster repairs don't start until after the exterior issues have been addressed so that water does not damage newly repaired plaster.
- e. **Question:** Is this a prevailing wage job where we will need to submit certified payroll forms monthly?
 - i. **Response:** Please review the solicitation documents issued on 03/03/2025.
- f. **Question:** Will we be held to any liquidated damages provisions in our contract if we are awarded the job?
 - i. **Response:** Please review the solicitation documents issued on 03/03/2025.
- g. **Question:** Is this a tax-exempt job?
 - i. **Response:** This job is not tax-exempt.
- h. **Question:** Are there any abnormal insurance requirements on this job, such as those often found in states like New York? Any OCIP or CCIP on this job?
 - i. **Response:** Please review the solicitation documents issued on 03/03/2025.
- i. **Question:** Are there any union requirements we should be aware of on this project?
 - i. **Response:** Please review the solicitation documents issued on 03/03/2025.
- j. **Question:** Are there any stringent OSHA requirements or certification requirements we should make our crew aware of?
 - i. **Response:** This project shall be code and OSHA compliant. See the drawings and specs for the scope of work.
- k. **Question:** Are there any security or background check requirements to work on this job?
 - i. **Response:** Please review the solicitation documents issued on 03/03/2025.
- l. **Question:** What percentage would you hold for retainage?
 - i. **Response:** Please hold 5% for retainage. See specification section "005400 Agreement Form Supplement" for changes.
- m. **Question:** Is there any lead paint or asbestos on this job? If so, will you be hiring an abatement contractor that would come in ahead of us?

- i. **Response:** A hazardous materials assessment was performed on the structure and can be found in the solicitation documents issued on 03/03/2025. The awarded GC is responsible for contracting out the work required.
- n. **Question:** On East Elevation Proposed of drawing A202-P shows at the right end of the main building, the back building shown with hatched masonry area but its not the entire elevation being shown in the drawing. Is this rear building to be repointed in the area shown or the front elevation or not to be repointed at all?
 - i. **Response:** The building in question has been removed from the hatched masonry area. Please see the attached drawings for Revision 2 changes regarding the extents of the masonry repointing areas.

IV. CHANGES TO SPECIFICATIONS:

- 1. Specification Section "005400 Agreement Form Supplement"
 - a. Subparagraph 4.1.B
 - b. Subparagraph 4.1.G
 - c. Blue commentary has been removed.

V. CHANGES TO DRAWINGS:

- 1. A001 – Revision Sheet List
- 2. A006 – Site Plan
- 3. A202-P – East & West Elevations – Proposed

VI. PROJECT SCHEDULE:

NOTE: THIS SCHEDULE HAS BEEN MODIFIED, SEE ABOVE FOR UPDATED DATES

- 1. Monday, March 3, 2025: Bidding period begins
- 2. Tuesday, March 18, 2025: Pre-bid meeting on site at 10:00 a.m.
- 3. Tuesday, April 01, 2025: Weldon site is available between 10:00 a.m. – 2:00 p.m.
- 4. Wednesday, April 02, 2025: Weldon site is available between 10:00 a.m. – 2:00 p.m.
- 5. Monday, April 07, 2025: Deadline for questions by 1:00 p.m.
- 6. Tuesday, April 15, 2025: Bid due by 2:00 p.m.
- 7. Monday, April 28, 2025: Bid accepted (tentatively)
- 8. Construction Start: June, 2025

VII. PREVIOUS ADDENDA:

- 1. Addendum No. 1: Issued March 14, 2025
- 2. Addendum No. 2: Issued March 21, 2025

END OF ADDENDUM

REVISION SHEET LIST					
SHEET NUMBER	SHEET NAME	REVISION NUMBER	REVISION DESCRIPTION	DATE ISSUED	
A000	COVER/TITLE SHEET	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
A001	SCOPE OF WORK NOTES & WALL TYPE LEGEND	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
A101-E	FIRST FLOOR PLANS & RCP - EXISTING	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
A101-P	FIRST FLOOR PLAN - PROPOSED	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
A102-E	FIRST FLOOR RCP - EXISTING	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
A111-E	SECOND FLOOR RCP - EXISTING	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
M1	PROPOSED ARCHITECTURAL HVAC PLAN	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
M2	PROPOSED ARCHITECTURAL HVAC PLAN	1	HVAC SHEET LIST & SCOPE UPDATE	3/21/2025	
A001	REVISION SHEET LIST	2	MASONRY UPDATE	3/28/2025	
A006	SITE PLAN	2	MASONRY UPDATE	3/28/2025	
A200-P	EAST & WEST ELEVATIONS - PROPOSED	2	MASONRY UPDATE	3/28/2025	

MEADORS

SINCE 1984

7011 S. 242nd Street, Suite 100, Greenwood, SC 29615

STATE OF SOUTH CAROLINA

REGISTERED ARCHITECT

MEADORS, INC.

Charleston, SC

100193

WELDON AUDITORIUM

RENOVATIONS

7 Maple Street

Warming, SC 29102

PERMIT

PROJECT NO. 25-0003

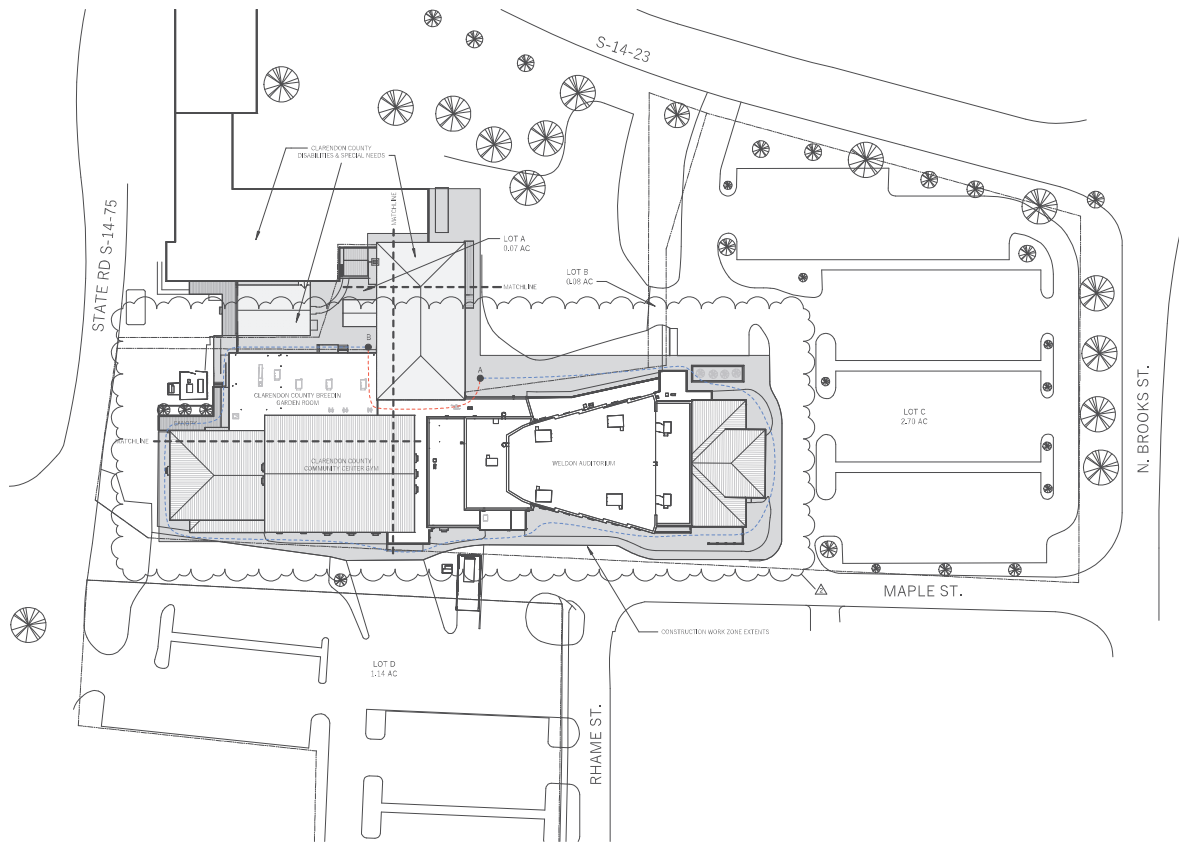
ISSUE DATE: 01/31/25

REVISIONS

1	DATE	NOTES
1	3/21/2025	HVAC SHEET LIST & SCOPE UPDATE
2	3/28/2025	MASONRY UPDATE

REVISION SHEET LIST

A001



CONSTRUCTION WORK ZONE NOTES

1. CONSTRUCTION WORK ZONE SHALL BE PLACED IN THE MIDDLE OF THE ROAD.

2. INSTALL THE PROTECTED ZONE BARRIERS AROUND ALL TRUCKS WITHIN CONSTRUCTION WORK ZONE.

3. LINE HAS INDICATED THE PATH OF CONSTRUCTION INCLUDING MASONRY FROM GROUND TO ROOF LEVEL.

4. LINE HAS INDICATED NO MASONRY EXISTING ABOVE ROOF LEVEL.

1 SITE PLAN
1" = 50'-0"

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STATE OF SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

MEADORS, INC.
Greenville, SC
29615

**WELDON AUDITORIUM
RENOVATIONS**

7 Maple Street
Manning, SC 29102

PERMIT

PROJECT NO. 25-0001
ISSUE DATE: 01/31/25

REVISIONS

NO.	DATE	REVISION
1	01/31/25	ISSUE

DESIGNER **ENGINEER** **DATE**

SITE PLAN
A006

1" = 50'-0" SCALE SHOWN ON DRAWINGS IS ONLY CORRECT IF THIS SHEET IS PRINTED AT SCALE

KEYNOTES

1. REPOINT 100% HATCHED MASONRY.
2. REPAIR MORTAR AT GLASS BLOCKS.
3. FRAME ENCLOSURE AROUND EXISTING HVAC DUCT, SEE SHEET A421.
4. FLASH REENTRANT CORNERS, SEE SHEET A503, DETAIL 6.
5. REPLACE STEEL LINTEL, SEE SHEET 5-1.
6. INSTALL GUTTER AT ROOF L, APPROXIMATELY 330 L.F.
7. INSTALL GUTTER AT ROOF J, APPROXIMATELY 200 L.F.
8. INSTALL GUTTER AT ROOF K, APPROXIMATELY 150 L.F.
9. INSTALL GUTTER AT ROOF P, APPROXIMATELY 46 L.F.
10. INSTALL GUTTER AT ROOF Q, APPROXIMATELY 16 L.F.
11. INSTALL GUTTER AT ROOF N, APPROXIMATELY 99 L.F.
12. INSTALL GUTTER AT ROOF M, APPROXIMATELY 26 L.F.
13. INSTALL GUTTER AT ROOF G, APPROXIMATELY 47 L.F.
14. COVER EXPOSED PERMA BARRIER WITH 2-PLY SBS MEMBRANE, SEE SHEET A402, DETAIL 3.

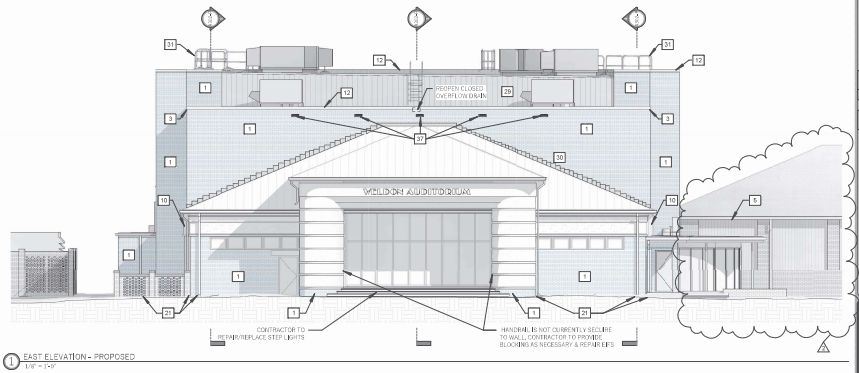
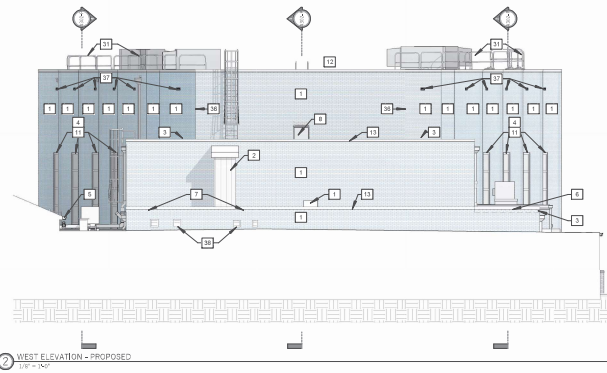
15. RELOCATE PLUMBING STACK AT 12" MIN. FROM EDGE OF WALL, SEE SHEET A400, DETAIL 5.
16. CLEAN, PREP, PRIME & REPAINT ALL SURFACES, LIQUID FLASH ATTIC DOOR, SEE SHEET A402, DETAIL 1.
17. INSTALL NEW ACCESS LADDER PER MANUFACTURER'S INSTRUCTIONS.
18. REMOVE EIFS COATING, REPLACE WITH METAL PANELS OR SIMILAR PRODUCT, SEE SHEET A400, DETAIL 2.
19. REMOVE EIFS COATING, REPLACE WITH FIBER-CEMENT PANELS OR SIMILAR PRODUCT, SEE SHEET A400, DETAIL 4.
20. REMOVE EXISTING COPING STONE, INSTALL NEW METAL COPING, SEE SHEET A500, DETAIL 1.
21. REMOVE EXISTING COPING STONE, EXTEND PARAPET WALL HEIGHT, INSTALL NEW METAL COPING, SEE SHEET A501, DETAIL 1.
22. CONSTRUCT AREA DIVIDER TO DIVERT ROOF DRAINAGE, SEE SHEET A402, DETAIL 6.
23. RECAP EXISTING ROOF EXPANSION JOINT/AREA DIVIDER, SEE SHEET A502, DETAIL 1.
24. ADJUST DOWNSPOUT HEIGHT AS NEEDED FOR NEW ROOF PITCH AND DISCHARGE PIPING, TRANSITION FROM METAL DOWNSPOUT TO PVC PIPE TO OCCUR 4' FROM ROOF ELEVATION.
25. EXTEND DOWNSPOUT OVER ROOF W/ PVC PIPE AND UV PIPE JACKET TO DISCHARGE TO GROUND.

26. EXTEND DOWNSPOUT OVER ROOF W/ PVC PIPE AND UV PIPE JACKET TO NEW CONDUCTOR HEAD.
27. EXTEND DOWNSPOUT ALONG WALL AND DISCHARGE ON LOWER ROOF.
28. INSTALL NEW DOWNSPOUT & PVC PIPE TO DRAIN OUT OF COURTYARD.
29. EXTEND DOWNSPOUT ALONG WALL AND OVER EXISTING ROOF, DISCHARGE TO GROUND.
30. PROVIDE SPLASH-BLOCK WHERE DOWNSPOUTS MEET GRADE.
31. REROUTE & INSTALL NEW PVC DRAIN PIPES FROM WALL HUNG HVAC UNITS TO DISCHARGE TO GROUND.
32. INSTALL NEW DOWNSPOUT TO DISCHARGE TO GROUND.
33. INSTALL NEW DOWNSPOUT W/ PVC PIPE AND UV PIPE JACKET TO DISCHARGE TO NEW GUTTER.
34. INSTALL NEW CONDUCTOR HEAD AND DOWNSPOUT TO DISCHARGE TO GROUND.
35. EXTEND DOWNSPOUT AROUND CORNER TO DISCHARGE TO GROUND.
36. INSTALL NEW DOWNSPOUT TO DISCHARGE ON EXISTING CANOPY.

37. UNINSTALL AND REINSTALL EXISTING ATTIC HATCH AS NEEDED TO ACCOMMODATE REROOFING APPLICATION.
38. REMOVE METAL PARAPET WALL CLADDING AND PREPARE FOR NEW WALL CLADDING SYSTEM, SEE SHEET A403, DETAIL 3.
39. INSTALL STEP FLASHING OVER EXISTING ROOF.
40. INSTALL NEW NON-PENETRATING ROOF GUARD RAILS PER MANUFACTURER'S INSTRUCTIONS.
41. REPLACE DOOR TRIM & PAINT.
42. INSTALL NEW CANOPY.
43. INSTALL NEW GATE TO MATCH EXISTING IN STYLE, FINISH AND MATERIAL.
44. INSTALL ALL NEW THROUGH WALL SCUPPERS.
45. INSTALL BACKER ROD & SEALANT AT CRACKED ANGLED CORNERS AS NEEDED, REPOINT ANY STEP CRACKING W/ MORTAR.
46. CLEAN, PREP, PRIME & REPAINT ATTIC VENTS, SEAL & INSULATE VENTS FROM INSIDE.
47. INSTALL NEW LINTEL & ALIGN T.O. VENTS WITH EXISTING ALONG MORTAR JOINTS.
48. REPAIR/REPLACE DAMAGED VINYL SIDING.

GENERAL NOTES

1. WATERPROOF ALL ELECTRICAL PENETRATIONS THROUGH WALLS AND ROOFS WITHIN SCOPE OF THIS RENOVATION.
2. ALL COUNTER FLASHING TO BE FULLY RELETED.
3. GRADING IS NEEDED AT ALL BUILDING EDGES TO PERROUTE WATER AWAY FROM FOUNDATION.
4. CLEAN/REPAIR ALL SOTTES.
5. CLEAN/REPAIR ALL METAL EAVES.
6. REMOVE ALL BBSGROWTH WITHIN PROJECT SCOPE.
7. CLEAN DEBRIS FROM TOP OF AWNINGS AND PATHWAY COVERINGS AROUND THE BUILDING.



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WELDON AUDITORIUM
RENOVATIONS
7 Maple Street
Manning, SC 29102

PERMIT

PROJECT NO.	25-0093
ISSUE DATE:	01/31/25
REVISIONS	
DATE	NOTES
25-0093	MASONRY UPDATE

EAST & WEST
ELEVATIONS -
PROPOSED
A202-P

DOCUMENT 00 54 00 - AGREEMENT FORM SUPPLEMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. These Standard Modifications amend or supplement the Standard Form of Agreement Between Owner and Contractor (AIA Document A101-2017 or Agreement). Compliance with these Standard Modifications is required by the Contractor. This document shall be attached to the Agreement upon execution of the Agreement. The following supplements modify, delete and/or add to the Agreement. Where any portion of the Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Standard Modifications, the unaltered provisions of the agreement shall remain in effect.

1.2 ARTICLE 1 GENERAL PROVISIONS

- A. Delete Article 1 The Contract Documents and substitute the following:

“1.1 ARTICLE 1 THE CONTRACT DOCUMENTS

Contract Documents consist of the AIA A101-2017, Standard Modifications to AIA Document A101-2017, AIA A201 Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid and Addenda relating to bidding requirements, and Modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.”

1.3 ARTICLE 2 WORK OF THIS CONTRACT

- A. Add the following Paragraph 2.1:

"2.1 The Contractor shall furnish only skilled and properly trained staff for the performance of the Work. During the performance of the Work, the Contractor shall keep a competent superintendent at the Project site, fully authorized to act on behalf of the Contractor with regard to the work included in the Contract Documents.”

~~If Owner will pay utility fees, building permit fees or other fees customarily paid by the Contractor, add a paragraph here to modify 3.7.1 of the General Conditions. Unless you have special circumstances that you know about, you will not have to do anything here. See AIA A503 “Guide for Supplementary Conditions” for instructions.~~

1.4 ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- A. Delete Paragraph 3.1 and substitute the following:

"3.1 The Date of Commencement shall be fixed in a Notice to Proceed. The Notice to Proceed shall be issued to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Contract times shall be expressed in calendar days."

~~If our administrative responsibilities are to be modified for a specific Owner, add language modifying Section 4.2 here. For instance, some public agencies may wish to administer construction of the project themselves. In short, the unaltered General Conditions require us to be the Owner's representative for the Project. ALTERING THIS RESPONSIBILITY IS NOT TO BE TAKEN LIGHTLY. If you have a client that wishes for us to deviate from our standard responsibilities, seek advice from the partners. See AIA A503 "Guide for Supplementary Conditions" for instructions.~~

B. Add the following Paragraphs to the end of Article 3:

"3.3 Substantial completion for the entire work will be no later than 8 calendar months.

3.4 Time is of the essence in the performance of all duties of the Owner, Contractor and AE.

3.5 Should the Contractor fail to substantially complete the work under this contract within the stipulated time as set forth in "Time of Completion" paragraph, plus any additional days that may result from extension of time granted by the AE, Contractor agrees that it shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of \$200.00 per day for each succeeding calendar day that the Project is incomplete after the Time of Completion date."

~~Add an Article here if you require revisions to "Article 2 Owner" of the General Conditions. Usually you will not need to do this. Instances where revision may be necessary are: 1) If you will have a lengthy permit approval process AFTER the Contract is awarded, you should disclose it here; 2) If the survey provided by the Owner is unusual or incomplete you should describe it here; 3) If the Owner identified in the Contract is not the owner of record of the Project site then it should be disclosed here. 4) If you want to increase the number of copies (one is the default) of Drawing and Specs that you will provide to the Contractor without charge, you should disclose it here. See AIA A503 "Guide for Supplementary Conditions" for instructions.~~

1.5 ARTICLE 4 CONTRACT SUM

A. Add the following to Paragraph 4.3:

"4.3.1 Prices are considered complete and include: (1) all materials, equipment, labor, delivery, installation, overhead, and profit; and, (2) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply."

1.6 ARTICLE 5 PAYMENTS

~~If our administrative responsibilities are to be modified for a specific Owner, add language modifying Section 4.2 here. For instance, some public agencies may wish to administer construction of the project themselves. In short, the unaltered General Conditions require us to be the Owner's representative for the Project. ALTERING THIS RESPONSIBILITY IS NOT TO BE TAKEN LIGHTLY. If you have a client that wishes for us to deviate from our standard responsibilities, seek advice from the partners. See AIA A503 "Guide for Supplementary Conditions" for instructions.~~

- A. Add the following sentence to Subparagraph 5.1.5:

"5.1.5 Each Application for Payment shall include such other information, documentation, and materials as the Owner or the A/E may require to substantiate the Contractor's entitlement to payment. The Schedule of Values for the Project shall be submitted to the Owner and AE for approval prior to submission of the first application for payment for the Project."

- ~~B. In the blank spaces set forth in Subparagraphs 5.3, insert the following:~~

~~"One and a half Percent (1.5%)"~~

- B. In the blank spaces set forth in Subparagraphs 5.1.7.1, insert the following:

"Five Percent (5%)"

- C. Add the following Clauses to Subparagraph 5.1.8:

"5.1.8.1 Subject to Subparagraph 9.8.5 of the General Conditions, upon Substantial Completion and completion of all punch list items, the Owner will pay one-half of all retainage to the Contractor.

5.1.8.2 If, in the Owner's reasonable discretion, Owner chooses to release said retainage prior to the events described in Subparagraph 5.1.8.1, such payment may be reduced by two hundred percent (200%) of the estimated dollar value of any uncorrected punch list items as determined by the Owner and/or the AE. Those amounts withheld as identified for uncompleted punch list items shall be paid thirty (30) days after completion of all such items approved and acceptance of the Work by the Owner.

5.1.8.3 At the sole discretion of the Owner, the Owner may choose to release all or a portion of retained percentages prior to the time of final payment. Release of all or some of retained percentages shall not release the Contractor of the obligation to provide the Owner with proper warranties of the Work, nor shall any reduction or release of retainage be a waiver of Owner's rights to retainage in connection with other payments to the Contractor, or any other right or remedy that the Owner has under the Contract Documents, at law or in equity."

- D. Add the following Subparagraphs:

"5.1.10.1 Contractor shall not incur any expense chargeable to the Owner on or about the Work of this Agreement until the A101 document is executed by all parties.

5.1.10.2 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work.

5.1.10.3 The Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

5.1.10.4 The Contractor and Subcontractors are able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

5.1.10.5 The Contractor and the Subcontractors are authorized to do business in the State of South Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

5.1.10.6 The execution of this Agreement and its performance thereof is authorized by the Contractor's governing body and/or rightful owners.

5.1.10.7 The Contractor or his duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

5.1.10.8 The Owner reserves the right, pursuant to Article 7 of the General Conditions, to modify the Work of the Contractor."

E. Add the following Clause to Subparagraph 5.2.1:

"5.2.1.3 Contractor has delivered to the Owner all operating instructions, warranties, and guarantees applicable to the Work and as required by the Contract Documents."

F. Delete Subparagraph 5.2.2 and insert the following:

"5.2.2 Final payment shall be made within thirty (30) days from the date the Owner (or A/E) receives the final undisputed Application for Payment, including all supporting documentation, from the Contractor. All conditions stipulated in the Contract Documents shall have been met before final payment is made."

G. Add the following paragraphs after Paragraph 5.2.2:

~~**5.3**~~ **5.2.3** As a condition of Progress or Final Payment, the Contractor must provide with each month's invoice 1) waivers of liens and/or releases from all subcontractors and materialmen associated with the Work as invoiced during the previous month and for which the Contractor has been compensated for by the Owner, and 2) verification to the reasonable satisfaction of the Owner that costs contained on any application for payment had been incurred by the Contractor. In the absence of such waivers/releases and verification, the Owner, at its sole option, may withhold all or any portion of funds otherwise due the Contractor to protect the Owner from loss.

~~**5.4**~~ **5.2.4** Partial or final payment will not be payable or due at the option of the Owner in the event that any of the following conditions exist.

~~5.4.1~~ **5.2.4.1** Any insurance or bonds required of the Contractor ceases to be effective and in force.

~~5.4.2~~ **5.2.4.2** Owner may delay any and all payments due Contractor until Contractor shall have submitted satisfactory evidence to Owner that all payrolls, material bills, and other indebtedness connected with the Work for which Contractor has been paid, have been paid by Contractor or its subcontractors, provided that Owner has performed its payment obligations, subject to rightful setoffs, as provided herein. If a lien is filed by any subcontractor, laborers, or materialmen and Owner has met all of its payment obligations hereunder, Contractor shall be solely responsible for the amount of any valid lien plus any and all incidental costs and shall cause the valid and undisputed lien to be extinguished and canceled, so that such lien shall not constitute a cloud, lien, or encumbrance, against the ownership of the Project by Owner.”

H. In the blank spaces set forth in Subparagraph 5.3, insert the following:

“One and a half Percent (1.5%) per annum.”

1.7 ARTICLE 6 DISPUTE RESOLUTION

A. Replace Paragraph 6.1 with the following:

"6.1 The Owner’s representative will serve as initial decision maker where applicable.”

~~If our administrative responsibilities are to be modified for a specific Owner, add language modifying Section 4.2 here. For instance, some public agencies may wish to administer construction of the project themselves. In short, the unaltered General Conditions require us to be the Owner’s representative for the Project. ALTERING THIS RESPONSIBILITY IS NOT TO BE TAKEN LIGHTLY. If you have a client that wishes for us to deviate from our standard responsibilities, seek advice from the partners. See AIA A503 “Guide for Supplementary Conditions” for instructions.~~

B. Replace Paragraph 6.2 with the following:

"6.2 If mediation fails, the claims, disputes, or other matters in question between the parties to this Agreement, arising out of or related to this Agreement, or the breach thereof, shall be tried before a Circuit Court. The Contractor and the Owner agree that the venue for this action will be in Clarendon County, South Carolina. Any legal proceeding arising out of or relating to this Agreement shall include, by consolidation, joinder, or joint filing, any additional person or entity not a party to this Agreement to the extent necessary to the final resolution of the matter in controversy.”

~~If our administrative responsibilities are to be modified for a specific Owner, add language modifying Section 4.2 here. For instance, some public agencies may wish to administer construction of the project themselves. In short, the unaltered General Conditions require us to be the Owner’s representative for the Project. ALTERING THIS RESPONSIBILITY IS NOT TO BE TAKEN LIGHTLY. If you have a client that wishes for us to deviate from our standard responsibilities, seek advice from the partners. See AIA A503 “Guide for Supplementary Conditions” for instructions.~~

~~If Owner will pay utility fees, building permit fees or other fees customarily paid by the Contractor, add a paragraph here to modify 3.7.1 of the General Conditions. Unless you have special circumstances that you~~

~~know about, you will not have to do anything here. See AIA A503 "Guide for Supplementary Conditions" for instructions.~~

1.8 ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- A. Delete Subparagraph 9.1.2 in its entirety:
- B. Delete Subparagraph 9.1.4 in its entirety:
- C. In Subparagraph 9.1.5, insert the Title and Date of the project drawings.
- D. In Subparagraph 9.1.6 insert the Project Manual issue date.
- E. In Subparagraph 9.1.8, under "Supplementary and Other Conditions of the Contract:", insert the following:

Weldon-A101, "Weldon Auditorium Standard Modifications to AIA Document A101-2017",
Weldon-A201. "Weldon Auditorium Standard Modifications to AIA Document A201-2017".

~~If our administrative responsibilities are to be modified for a specific Owner, add language modifying Section 4.2 here. For instance, some public agencies may wish to administer construction of the project themselves. In short, the unaltered General Conditions require us to be the Owner's representative for the Project. ALTERING THIS RESPONSIBILITY IS NOT TO BE TAKEN LIGHTLY. If you have a client that wishes for us to deviate from our standard responsibilities, seek advice from the partners. See AIA A503 "Guide for Supplementary Conditions" for instructions.~~

- F. In subparagraph 9.1.9, list the following:

Weldon Auditorium Assessment Report
Weldon SCBO AD 2025
Limited, Pre-Renovation Asbestos and LBP Assessment Report
Invitation for Bids/Information for Bidders
Bid Form
Bid Bond
Payment Bond
Performance Bond
Notice of Award
Notice to Proceed
AIA G701 Contract Administration Change Order
Supplemental Conditions and/or Addenda

END OF DOCUMENT 00 54 00