



# AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

## **Standard Form of Agreement Between Owner and Contractor** *where the basis of payment is a STIPULATED SUM*

**AGREEMENT** made as of the 19<sup>th</sup> day of October in the year of Two Thousand and Seven  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

The City of Beaufort  
302 Carteret Street  
Beaufort, SC 29901

and the Contractor:  
*(Name, address and other information)*

Leopardo Construction, Inc.  
940 Johnnie Dobbs Blvd., Suite 205  
Mt. Pleasant, SC 29464  
Attn: Michael T. LeMire  
Telephone No.: 843-856-0272  
Facsimile: 843-856-9953

The Project is:  
*(Name and location)*

New Beaufort Municipal Center: New Courthouse and Police Building  
1901 Boundary Street @ Ribaut Road  
Beaufort, SC 29902

The Architect is:  
*(Name, address and other information)*

Liollo Architects  
147 Wappoo Creek Drive, Suite 400  
Charleston, SC 29412  
Attn: Cherie Liollo  
Telephone No. 843-762-2222  
Facsimile: 843-762-2300

The Owner's Representative is:  
*(Name, address and other information)*

LCK Construction Services  
1301 Gervais Street, Suite 522  
Post Office Box 11610  
Columbia, SC 29211  
Attn: Keith W. Whatley  
Telephone No. 803-401-4240  
Facsimile: 803-252-0577

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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The Mechanical/Electrical/Plumbing Engineer is:  
*(Name, address and other information)*

Buford, Goff & Associates  
1331 Elmwood Avenue, Suite 200  
Columbia, SC 29201

The Structural Engineer is:  
*(Name, address and other information)*

MMSA, Inc.  
Post Office Box 24267  
Greenville, SC 29616

The Civil Engineer is:  
*(Name, address and other information)*

Hobbs, Upchurch & Associates, Inc.  
38 Professional Village Circle  
Beaufort, SC 29907

The Landscape Designer is:  
*(Name, address and other information)*

Seamon, Whiteside & Associates, Inc.  
501 Wando Park Boulevard, Suite 200  
Mt. Pleasant, SC 29464

The Owner and Contractor agree as follows.

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## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The commencement date will be November 1, 2007.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than four hundred and twenty four (424) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

The Contractor shall pay to the Owner as liquidated damages the sum of \$500.00 per calendar day, exceeding (000) calendar days as noted in paragraph 3.3 above.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be six million four hundred ninety five thousand dollars (\$6,495,000), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the bid proposal and alternates, which are described in Attachments of the Contract Documents, and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

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Alternates No. 1 through 4 are added to the base bid in Change Order No. 3.

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
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## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

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*(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.10** The Contractor shall submit a Partial Waiver of Lien for previous amounts paid by the Owner with each Pay Application.

**§ 5.1.11** The Contractor shall submit an updated Progress Schedule with each Pay Application.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **ARTICLE 6 TERMINATION OR SUSPENSION**

**§ 6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

**§ 6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Current Prime Rate, plus one (1%) as quoted in the *Wall Street Journal* "prime."

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and*

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elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

**§ 7.3** The Owner's representative is:  
(Name, address and other information)

Mr. Keith Whatley  
LCK Construction Services  
1301 Gervais Street, Suite 522  
P.O. Box 11610  
Columbia, SC 29211  
Telephone No. 803-401-4200  
Facsimile: 803-252-0577

**§ 7.4** The Contractor's representative is:  
(Name, address and other information)

Mr. Michael LeMire  
Leopardo Construction, Inc.  
940 Johnnie Dobbs Boulevard, Suite 205  
Mt. Pleasant, SC 29464  
Telephone No.: 843-856-0272  
Facsimile: 843-856-9953

**§ 7.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 7.6** Other provisions:

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

**§ 8.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**§ 8.1.1** The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997, as modified.

**§ 8.1.2** The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997, as modified.

**§ 8.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated March 20, 2007.

Document	Title	Pages
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**§ 8.1.4** The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Description
Project Manual, Project No. 04122	City of Beaufort South Carolina Beaufort Municipal Center : New Courthouse and Police Building	Volume One Divisions 1 through 8
Project Manual, Project No. 04122	City of Beaufort South Carolina Beaufort Municipal Center : New Courthouse and Police Building	Volume Two Divisions 9 through 16

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§ 8.1.5 The Drawings are as follows, and are dated (See Below), unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

**NEW BEAUFORT MUNICIPAL CENTER:  
NEW COURTHOUSE AND POLICE BUILDING  
LIST OF DRAWINGS**

T100	TITLE SHEET	DATE	LATEST REVISION
	CIVIL BY HOBBS, UPCHURCH & ASSOC.	3/19/2007	4/25/2007
		3/19/2007	4/25/2007
C101	EXISTING SITE PLAN	3/19/2007	4/25/2007
C102	DEMOLITION SITE PLAN	3/19/2007	4/25/2007
C103	NEW SITE LAYOUT	3/19/2007	4/25/2007
C104	PARTIAL SITE PLAN AT COURTHOUSE & POLICE BLDG.	3/19/2007	4/25/2007
C105	PARTIAL SITE PLAN AT LOVEJOY STREET	3/19/2007	4/25/2007
C106	UTILITY PLAN	3/19/2007	4/25/2007
C107	GRADING & DRAINAGE PLAN	3/19/2007	4/25/2007
C108	STANDARD DETAILS	3/19/2007	4/25/2007
C109	STANDARD DETAILS	3/19/2007	4/25/2007
C110	STANDARD DETAILS	3/19/2007	4/25/2007
C111	STANDARD DETAILS	3/19/2007	4/25/2007
C112	STANDARD DETAILS	3/19/2007	4/25/2007
C113	EROSION CONTROL DETAILS	3/19/2007	4/25/2007
	ARCHITECTURAL BY LIOLLIO ARCHITECTURE:		
AC101	SITE ACCESS & STAGING PLAN	3/19/2007	4/25/2007
AC102	SITE DEVELOPMENT PLAN	3/19/2007	4/25/2007
AC103	SITE DETAIL PLANS	3/19/2007	4/25/2007
AC104	PUMPHOUSE DRAWINGS	3/19/2007	4/25/2007
AC105	SITE WALLS & DETAILS	3/19/2007	4/25/2007
AC106	ENLARGED RAMP DRAWINGS	3/19/2007	4/25/2007
AC107	TYPICAL SITE DETAILS	3/19/2007	4/25/2007
A001	LEGENDS & CODE INFORMATION	3/19/2007	4/25/2007
A002	WALL TYPES, LEGENDS & NOTES	3/19/2007	4/25/2007
A101	1ST FLOOR PLAN	3/19/2007	4/25/2007
A102	2ND FLOOR PLAN - BASE BID	3/19/2007	4/25/2007
A103	2ND FLOOR PLAN - ALTERNATE	3/19/2007	4/25/2007
A104	1ST FLOOR DIMENSION PLAN	3/19/2007	4/25/2007
A105	2ND FLOOR DIMENSION PLAN - BASE BID	3/19/2007	4/25/2007
A106	2ND FLOOR DIMENSION PLAN - ALTERNATE	3/19/2007	4/25/2007
A107	1ST FLOOR REFLECTED CEILING PLAN	3/19/2007	4/25/2007
A108	2ND FLOOR REFLECTED CEILING PLAN - BASE BID	3/19/2007	4/25/2007
A109	2ND FLOOR REFLECTED CEILING PLAN - ALTERNATE	4/25/2007	---
A110	1ST FLOOR INTERSTITIAL PLAN	4/25/2007	---
A111	2ND FLOOR INTERSTITIAL PLAN - BASE BID	4/25/2007	---
A112	2ND FLOOR INTERSTITIAL PLAN - ALTERNATE	4/25/2007	---

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A113	ROOF PLAN	3/19/2007	4/25/2007
A114	ROOF DETAILS	4/25/2007	---
A201	ENLARGED TOILET PLANS	3/19/2007	4/25/2007
A202	TOILET ELEVATIONS	3/19/2007	4/25/2007
A203	1ST FLOOR COLUMN & PLAN DETAILS	3/19/2007	4/25/2007
A301	ELEVATIONS	3/19/2007	4/25/2007
A302	ELEVATIONS	3/19/2007	4/25/2007
A401	BUILDING SECTIONS - BASE BID	3/19/2007	4/25/2007
A402	BUILDING SECTIONS - BASE BID	3/19/2007	4/25/2007
A501	WALL SECTIONS & DETAILS	3/19/2007	4/25/2007
A502	WALL SECTIONS & DETAILS	3/19/2007	4/25/2007
A503	WALL SECTIONS & DETAILS	3/19/2007	4/25/2007
A504	WALL SECTIONS & DETAILS	3/19/2007	4/25/2007
A505	WALL SECTIONS & DETAILS	3/19/2007	4/25/2007
A601	DOOR SCHEDULE & DETAILS	3/19/2007	4/25/2007
A602	DOOR DETAILS	3/19/2007	4/25/2007
A603	WINDOW SCHEDULE & STOREFRONT DETAILS	3/19/2007	4/25/2007
A604	WINDOW DETAILS	3/19/2007	4/25/2007
A701	COURTROOM DETAILS & INTERIOR ELEVATIONS	3/19/2007	4/25/2007
A702	INTERIOR ELEVATIONS	3/19/2007	4/25/2007
A703	INTERIOR ELEVATIONS	3/19/2007	4/25/2007
A801	MILLWORK ELEVATIONS & DETAILS	4/25/2007	---
A802	MILLWORK SECTIONS & DETAILS	3/19/2007	4/25/2007
A803	MILLWORK SECTIONS & DETAILS	3/19/2007	4/25/2007
A901	ENLARGED STAIR PLANS & SECTIONS	3/19/2007	4/25/2007
A902	ENLARGED STAIR & ELEVATOR PLANS & SECTIONS	3/19/2007	4/25/2007
STRUCTURAL BY MMSA:			
S001	GENERAL NOTES	3/19/2007	4/25/2007
S002	BASIS OF DESIGN	3/19/2007	4/25/2007
S101	FOUNDATION/SLAB PLAN	3/19/2007	4/25/2007
S102	2ND FLOOR FRAMING PLAN	3/19/2007	4/25/2007
S103	ROOF FRAMING PLAN	3/19/2007	4/25/2007
S301	SECTIONS & DETAILS	3/19/2007	4/25/2007
S302	SECTIONS & DETAILS	3/19/2007	4/25/2007
S401	SECTIONS & DETAILS	3/19/2007	4/25/2007
S402	SECTIONS & DETAILS	3/19/2007	4/25/2007
S501	MASONRY SECTIONS & DETAILS	3/19/2007	4/25/2007
MECHANICAL BY BGA:			
M001	HVAC LEGENDS, NOTES & SYMBOLS	3/19/2007	4/25/2007
M100	HVAC SITE PLAN	3/19/2007	4/25/2007
M101	FIRST FLOOR HVAC PLAN	3/19/2007	4/25/2007
M102	SECOND FLOOR HVAC PLAN - BASE BID	3/19/2007	4/25/2007
M103	SECOND FLOOR HVAC PLAN - ALTERNATE	3/19/2007	4/25/2007
M104	ROOF HVAC PLAN	3/19/2007	4/25/2007
M401	PARTIAL HVAC BLDG. SECTIONS	3/19/2007	4/25/2007
M402	PARTIAL HVAC BLDG. SECTIONS	3/19/2007	4/25/2007
M501	HVAC DETAILS	3/19/2007	4/25/2007
M502	HVAC DETAILS	3/19/2007	4/25/2007

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M503	HVAC DETAILS	3/19/2007	4/25/2007
M504	HVAC DETAILS	3/19/2007	4/25/2007
M601	HVAC SCHEDULES	3/19/2007	4/25/2007
M602	HVAC SCHEDULES	3/19/2007	4/25/2007

PLUMBING BY BGA:

P001	PLUMBING SCHEDULES, NOTES & DETAILS	3/19/2007	4/25/2007
P002	PLUMBING SCHEDULES & DETAILS	3/19/2007	4/25/2007
P003	PLUMBING DETAILS	3/19/2007	4/25/2007
P101	FIRST FLOOR - SUPPLY	3/19/2007	4/25/2007
P101A	FIRST FLOOR - WASTE & VENT	3/19/2007	4/25/2007
P102	SECOND FLOOR - SUPPLY - BASE BID	3/19/2007	4/25/2007
P102A	SECOND FLOOR - WASTE & VENT - BASE BID	3/19/2007	4/25/2007
P103	SECOND FLOOR - SUPPLY - ALTERNATE	3/19/2007	4/25/2007
P103A	SECOND FLOOR - WASTE & VENT - ALTERNATE	3/19/2007	4/25/2007

FIRE PROTECTION BY BGA:

FP001	FIRE PROTECTION SCHEDULES, NOTES & DETAILS	3/19/2007	4/25/2007
FP101	FIRST FLOOR RCP - FIRE PROTECTION	3/19/2007	4/25/2007
FP102	SECOND FLOOR RCP - FIRE PROTECTION - BASE BID SECOND FLOOR RCP - FIRE PROTECTION -	3/19/2007	4/25/2007
FP103	ALTERNATE	3/19/2007	4/25/2007

ELECTRICAL BY BGA:

E001	ELECTRICAL SCHEDULES & DETAILS	3/19/2007	4/25/2007
E002	ELECTRICAL POWER RISERS & DETAILS	3/19/2007	4/25/2007
E003	BASE BID PANELBOARD SCHEDULES	3/19/2007	4/25/2007
E004	BASE BID PANELBOARD SCHEDULES	3/19/2007	4/25/2007
E005	ALTERNATE BID PANELBOARD SCHEDULES	3/19/2007	4/25/2007
E051	ELECTRICAL SITE PLAN	3/19/2007	4/25/2007
E100	LIGHTING DETAILS	3/19/2007	4/25/2007
E101	FIRST FLOOR LIGHTING PLAN	3/19/2007	4/25/2007
E102	SECOND FLOOR LIGHTING PLAN - BASE BID	3/19/2007	4/25/2007
E103	SECOND FLOOR LIGHTING PLAN - ALTERNATE	3/19/2007	4/25/2007
E201	FIRST FLOOR ELECTRICAL PLAN	3/19/2007	4/25/2007
E202	SECOND FLOOR ELECTRICAL PLAN - BASE BID	3/19/2007	4/25/2007
E203	SECOND FLOOR ELECTRICAL PLAN - ALTERNATE	3/19/2007	4/25/2007
E300	SECURITY DETAILS	3/19/2007	4/25/2007
E301	FIRST FLOOR SPECIAL SYSTEMS PLAN	3/19/2007	4/25/2007
E302	SECOND FLOOR SPECIAL SYSTEMS PLAN - BASE BID SECOND FLOOR SPECIAL SYSTEMS PLAN -	3/19/2007	4/25/2007
E303	ALTERNATE	3/19/2007	4/25/2007
E401	FIRST FLOOR FIRE ALARM PLAN	3/19/2007	4/25/2007
E402	SECOND FLOOR FIRE ALARM PLAN - BASE BID	3/19/2007	4/25/2007
E403	SECOND FLOOR FIRE ALARM PLAN - ALTERNATE	3/19/2007	4/25/2007
E501	FIRST FLOOR MECH. CONNECTION PLAN	3/19/2007	4/25/2007
E502	SECOND FLOOR MECH. CONNECTION PLAN - BASE BID SECOND FLOOR MECH. CONNECTION PLAN -	3/19/2007	4/25/2007
E503	ALTERNATE	3/19/2007	4/25/2007

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date
Addendum No. 1	5/21/07
Addendum No. 2	5/30/07
Addendum No. 3	6/1/07

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
**OWNER** *(Signature)*

Scott Dadson  
City Manager  
City of Beaufort

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Michael T. LeMire  
Vice President S.E. Office  
Leopardo Construction, Inc.

\_\_\_\_\_  
*(Printed name and title)*

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A101<sup>™</sup> – 1997**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:12:58 on 10/23/2007.

## **PAGE 1**

**AGREEMENT** made as of the 19<sup>th</sup> day of October in the year of Two Thousand and Seven

...

The City of Beaufort  
302 Carteret Street  
Beaufort, SC 29901

...

Leopardo Construction, Inc.  
940 Johnnie Dobbs Blvd., Suite 205  
Mt. Pleasant, SC 29464  
Attn: Michael T. LeMire  
Telephone No.: 843-856-0272  
Facsimile: 843-856-9953

...

New Beaufort Municipal Center: New Courthouse and Police Building  
1901 Boundary Street @ Ribaut Road  
Beaufort, SC 29902

...

Liollo Architects  
147 Wappoo Creek Drive, Suite 400  
Charleston, SC 29412  
Attn: Cherie Liollo  
Telephone No. 843-762-2222  
Facsimile: 843-762-2300

The Owner's Representative is:  
(Name, address and other information)

LCK Construction Services  
1301 Gervais Street, Suite 522  
Post Office Box 11610  
Columbia, SC 29211  
Attn: Keith W. Whatley  
Telephone No. 803-401-4240

Facsimile: 803-252-0577

The Mechanical/Electrical/Plumbing Engineer is:  
(Name, address and other information)

Buford, Goff & Associates  
1331 Elmwood Avenue, Suite 200  
Columbia, SC 29201

The Structural Engineer is:  
(Name, address and other information)

MMSA, Inc.  
Post Office Box 24267  
Greenville, SC 29616

The Civil Engineer is:  
(Name, address and other information)

Hobbs, Upchurch & Associates, Inc.  
38 Professional Village Circle  
Beaufort, SC 29907

The Landscape Designer is:  
(Name, address and other information)

Seamon, Whiteside & Associates, Inc.  
501 Wando Park Boulevard, Suite 200  
Mt. Pleasant, SC 29464

The Owner and Contractor agree as follows.

**PAGE 3**

The commencement date will be November 1, 2007.

...

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than four hundred and twenty four (424) days from the date of commencement, or as follows:

...

The Contractor shall pay to the Owner as liquidated damages the sum of \$500.00 per calendar day, exceeding (000) calendar days as noted in paragraph 3.3 above.

...

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$ -)~~, six million four hundred ninety five thousand dollars (\$6,495,000), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the ~~following alternates, if any, bid proposal and alternates,~~ which are described in Attachments of the Contract ~~Documents- Documents,~~ and are hereby accepted by the Owner:

PAGE 4

Alternates No. 1 through 4 are added to the base bid in Change Order No. 3.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(→)~~Thirty (30) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~(→)~~Ten (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~(→)~~Ten (10%);

PAGE 5

§ 5.1.10 The Contractor shall submit a Partial Waiver of Lien for previous amounts paid by the Owner with each Pay Application.

§ 5.1.11 The Contractor shall submit an updated Progress Schedule with each Pay Application.

...

~~(→)~~Current Prime Rate, plus one (1%) as quoted in the Wall Street Journal "prime."

PAGE 6

Mr. Keith Whatley  
LCK Construction Services  
1301 Gervais Street, Suite 522  
P.O. Box 11610  
Columbia, SC 29211  
Telephone No. 803-401-4200  
Facsimile: 803-252-0577

...

Mr. Michael LeMire  
Leopardo Construction, Inc.  
940 Johnnie Dobbs Boulevard, Suite 205  
Mt. Pleasant, SC 29464  
Telephone No.: 843-856-0272  
Facsimile: 843-856-9953

...

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document ~~A101-1997~~A101-1997, as modified.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document ~~A201-1997~~A201-1997, as modified.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as followsMarch 20, 2007.

...

<u>Section</u>	<u>Document</u>	<u>Title</u>	<u>Pages</u>	<u>Description</u>
	<u>Project Manual,</u>	<u>City of Beaufort South Carolina</u>	<u>Volume One</u>	
	<u>Project No. 04122</u>	<u>Beaufort Municipal Center : New Courthouse and Police Building</u>	<u>Divisions 1 through 8</u>	
	<u>Project Manual,</u>	<u>City of Beaufort South Carolina</u>	<u>Volume Two</u>	
	<u>Project No. 04122</u>	<u>Beaufort Municipal Center : New Courthouse and Police Building</u>	<u>Divisions 9 through 16</u>	

§ 8.1.5 The Drawings are as follows, and are dated (See Below), unless a different date is shown below:

**PAGE 7**

Title of Drawings exhibit:

**NEW BEAUFORT MUNICIPAL CENTER:**

**NEW BEAUFORT MUNICIPAL CENTER:**

**NEW COURTHOUSE AND POLICE BUILDING**

**LIST OF DRAWINGS**

<u>T100</u>	<u>TITLE SHEET</u>	<u>DATE</u>	<u>LATEST REVISION</u>
	<u>CIVIL BY HOBBS, UPCHURCH &amp; ASSOC.</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
		<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C101</u>	<u>EXISTING SITE PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C102</u>	<u>DEMOLITION SITE PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C103</u>	<u>NEW SITE LAYOUT</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
	<u>PARTIAL SITE PLAN AT COURTHOUSE &amp; POLICE BLDG.</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C104</u>		<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C105</u>	<u>PARTIAL SITE PLAN AT LOVEJOY STREET</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C106</u>	<u>UTILITY PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C107</u>	<u>GRADING &amp; DRAINAGE PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C108</u>	<u>STANDARD DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C109</u>	<u>STANDARD DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C110</u>	<u>STANDARD DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C111</u>	<u>STANDARD DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C112</u>	<u>STANDARD DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>C113</u>	<u>EROSION CONTROL DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

ARCHITECTURAL BY LIOLLO ARCHITECTURE:

<u>AC101</u>	<u>SITE ACCESS &amp; STAGING PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>AC102</u>	<u>SITE DEVELOPMENT PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<u>AC103</u>	<u>SITE DETAIL PLANS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

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**User Notes:**

(2026178282)

AC104	<u>PUMPHOUSE DRAWINGS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
AC105	<u>SITE WALLS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
AC106	<u>ENLARGED RAMP DRAWINGS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
AC107	<u>TYPICAL SITE DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A001	<u>LEGENDS &amp; CODE INFORMATION</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A002	<u>WALL TYPES, LEGENDS &amp; NOTES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A101	<u>1ST FLOOR PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A102	<u>2ND FLOOR PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A103	<u>2ND FLOOR PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A104	<u>1ST FLOOR DIMENSION PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A105	<u>2ND FLOOR DIMENSION PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A106	<u>2ND FLOOR DIMENSION PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A107	<u>1ST FLOOR REFLECTED CEILING PLAN</u> <u>2ND FLOOR REFLECTED CEILING PLAN -</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A108	<u>BASE BID</u> <u>2ND FLOOR REFLECTED CEILING PLAN -</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A109	<u>ALTERNATE</u>	<u>4/25/2007</u>	<u>---</u>
A110	<u>1ST FLOOR INTERSTITIAL PLAN</u>	<u>4/25/2007</u>	<u>---</u>
A111	<u>2ND FLOOR INTERSTITIAL PLAN - BASE BID</u>	<u>4/25/2007</u>	<u>---</u>
A112	<u>2ND FLOOR INTERSTITIAL PLAN - ALTERNATE</u>	<u>4/25/2007</u>	<u>---</u>
A113	<u>ROOF PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A114	<u>ROOF DETAILS</u>	<u>4/25/2007</u>	<u>---</u>
A201	<u>ENLARGED TOILET PLANS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A202	<u>TOILET ELEVATIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A203	<u>1ST FLOOR COLUMN &amp; PLAN DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A301	<u>ELEVATIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A302	<u>ELEVATIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A401	<u>BUILDING SECTIONS - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A402	<u>BUILDING SECTIONS - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A501	<u>WALL SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A502	<u>WALL SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A503	<u>WALL SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A504	<u>WALL SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A505	<u>WALL SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A601	<u>DOOR SCHEDULE &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A602	<u>DOOR DETAILS</u> <u>WINDOW SCHEDULE &amp; STOREFRONT</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A603	<u>DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A604	<u>WINDOW DETAILS</u> <u>COURTROOM DETAILS &amp; INTERIOR</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A701	<u>ELEVATIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A702	<u>INTERIOR ELEVATIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A703	<u>INTERIOR ELEVATIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A801	<u>MILLWORK ELEVATIONS &amp; DETAILS</u>	<u>4/25/2007</u>	<u>---</u>
A802	<u>MILLWORK SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A803	<u>MILLWORK SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A901	<u>ENLARGED STAIR PLANS &amp; SECTIONS</u> <u>ENLARGED STAIR &amp; ELEVATOR PLANS &amp;</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
A902	<u>SECTIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
<b>Number</b>	<b>Title</b>	<b>Date</b>	

STRUCTURAL BY MMSA:

S001	<u>GENERAL NOTES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
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S002	<u>BASIS OF DESIGN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S101	<u>FOUNDATION/SLAB PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S102	<u>2ND FLOOR FRAMING PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S103	<u>ROOF FRAMING PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S301	<u>SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S302	<u>SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S401	<u>SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S402	<u>SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
S501	<u>MASONRY SECTIONS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

MECHANICAL BY BGA:

M001	<u>HVAC LEGENDS, NOTES &amp; SYMBOLS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M100	<u>HVAC SITE PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M101	<u>FIRST FLOOR HVAC PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M102	<u>SECOND FLOOR HVAC PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M103	<u>SECOND FLOOR HVAC PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M104	<u>ROOF HVAC PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M401	<u>PARTIAL HVAC BLDG. SECTIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M402	<u>PARTIAL HVAC BLDG. SECTIONS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M501	<u>HVAC DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M502	<u>HVAC DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M503	<u>HVAC DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M504	<u>HVAC DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M601	<u>HVAC SCHEDULES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
M602	<u>HVAC SCHEDULES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

PLUMBING BY BGA:

P001	<u>PLUMBING SCHEDULES, NOTES &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P002	<u>PLUMBING SCHEDULES &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P003	<u>PLUMBING DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P101	<u>FIRST FLOOR - SUPPLY</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P101A	<u>FIRST FLOOR - WASTE &amp; VENT</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P102	<u>SECOND FLOOR - SUPPLY - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P102A	<u>SECOND FLOOR - WASTE &amp; VENT - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P103	<u>SECOND FLOOR - SUPPLY - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
P103A	<u>SECOND FLOOR - WASTE &amp; VENT - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

FIRE PROTECTION BY BGA:

FP001	<u>FIRE PROTECTION SCHEDULES, NOTES &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
FP101	<u>FIRST FLOOR RCP - FIRE PROTECTION</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
FP102	<u>SECOND FLOOR RCP - FIRE PROTECTION - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
FP103	<u>SECOND FLOOR RCP - FIRE PROTECTION - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

ELECTRICAL BY BGA:

E001	<u>ELECTRICAL SCHEDULES &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
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E002	<u>ELECTRICAL POWER RISERS &amp; DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E003	<u>BASE BID PANELBOARD SCHEDULES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E004	<u>BASE BID PANELBOARD SCHEDULES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E005	<u>ALTERNATE BID PANELBOARD SCHEDULES</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E051	<u>ELECTRICAL SITE PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E100	<u>LIGHTING DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E101	<u>FIRST FLOOR LIGHTING PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E102	<u>SECOND FLOOR LIGHTING PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E103	<u>SECOND FLOOR LIGHTING PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E201	<u>FIRST FLOOR ELECTRICAL PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E202	<u>SECOND FLOOR ELECTRICAL PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E203	<u>SECOND FLOOR ELECTRICAL PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E300	<u>SECURITY DETAILS</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E301	<u>FIRST FLOOR SPECIAL SYSTEMS PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E302	<u>SECOND FLOOR SPECIAL SYSTEMS PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E303	<u>SECOND FLOOR SPECIAL SYSTEMS PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E401	<u>FIRST FLOOR FIRE ALARM PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E402	<u>SECOND FLOOR FIRE ALARM PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E403	<u>SECOND FLOOR FIRE ALARM PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E501	<u>FIRST FLOOR MECH. CONNECTION PLAN</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E502	<u>SECOND FLOOR MECH. CONNECTION PLAN - BASE BID</u>	<u>3/19/2007</u>	<u>4/25/2007</u>
E503	<u>SECOND FLOOR MECH. CONNECTION PLAN - ALTERNATE</u>	<u>3/19/2007</u>	<u>4/25/2007</u>

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<u>Addendum No. 1</u>	<u>5/21/07</u>	
<u>Addendum No. 2</u>	<u>5/30/07</u>	
<u>Addendum No. 3</u>	<u>6/1/07</u>	

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Scott Dadson  
City Manager  
City of Beaufort

Michael T. LeMire  
Vice President S.E. Office  
Leopardo Construction, Inc.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Mickey Layden, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:12:58 on 10/23/2007 under Order No. 1000298535\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 1997 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*