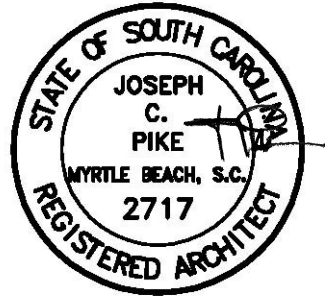


# PROJECT MANUAL



## HORRY GEORGETOWN TECHNICAL COLLEGE RENOVATIONS TO BUILDINGS 100 & 500

PMH #23002/23003  
State Project Number H59-N220-CB/H59-N221-CB



PIKE ■ McFARLAND ■ HALL  
ASSOCIATES, INC.  
ARCHITECTS & PLANNERS  
1300 Professional Drive, Suite 201  
Myrtle Beach, SC 29577



4003 South Fraser Street  
Georgetown, SC

February 2023

**SET #** \_\_\_\_\_

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**PROJECT NUMBER:** H59-N220-CB and H59-N221-CB

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End of TOC

**PROJECT DIRECTORY**

**RENOVATIONS TO:  
HORRY GEORGETOWN TECHNICAL COLLEGE  
BUILDINGS 100 AND 500  
GEORGETOWN, SC  
STATE PROJECT NUMBER H59-N220-CB, H59-N221-CB**

**OWNER:** Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440  
(843) 349-5279  
Attention: Mr. Harold Hawley, VP Finance and Administration

**ARCHITECT:** PIKE - MCFARLAND - HALL ASSOCIATES, INC.  
1300 Professional Drive, Suite 201  
Myrtle Beach, SC 29577  
(843) 497-0272  
(843) 497-0271 FAX  
Attention: Mr. Joseph C. Pike, AIA  
Ms. Diane L. Price, AAIA, LEED AP

**STRUCTURAL  
ENGINEER:** WEATHERLY ENGINEERING, LLC  
514 Alder Street, Suite 2  
Myrtle Beach, SC 29577  
(843) 448-3428  
(843) 445-9116 FAX  
Attention: Mr. Ashleigh Weatherly, P.E.

**PLUMBING  
MECHANICAL  
ELECTRICAL  
ENGINEER:** DWG INC. CONSULTING ENGINEERS  
1009 Knapp Boulevard, Suite 202  
Mt. Pleasant, SC 29464  
(843) 849-1141  
Attention: Mr. William D. Billard, P.E., LEED AP

**END OF PROJECT DIRECTORY**

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

AGENCY: HGTC - Horry-Georgetown Technical College

PROJECT NAME: HGTC - Renovation of GT Bldg. 100 for HVAC Program

PROJECT NUMBER: H59-N220-CB CONSTRUCTION COST RANGE: \$150,000 to \$200,000

PROJECT LOCATION: Georgetown, SC

DESCRIPTION OF PROJECT/SERVICES: *(450 character limit)*

Renovate 3 existing classrooms in one large lab for teaching HVAC

BID/SUBMITTAL DUE DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: Kevin Brown

EMAIL: kevin.brown@hgtc.edu

TELEPHONE: (843) 349-5398

DOCUMENTS OBTAINED FROM: www.hgtc.edu/purchasing (Construction Projects Solicitations & Awards)

**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.**

**PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:** The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

DOCUMENT DEPOSIT AMOUNT: \$0.00 IS DEPOSIT REFUNDABLE:  Yes  No  N/A

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

Agency **WILL NOT** accept Bids sent via email.

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

A/E NAME: PMH Associates

A/E CONTACT: Diane Price

EMAIL: \_\_\_\_\_

TELEPHONE: (843) 497-0272

dprice@pmharchitects.com

PRE-BID CONFERENCE:  Yes  No MANDATORY ATTENDANCE:  Yes  No

PRE-BID DATE: March 23, 2023 TIME: 2:00 PM

PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100

BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122

BID DELIVERY ADDRESSES:

**HAND-DELIVERY:**

Attn: Dianna Cecala, Procurement Manager

2050 Hwy 501 E

Conway, SC 29526

**MAIL SERVICE:**

Attn: Dianna Cecala, Procurement Manager

2050 Hwy 501 E

Conway, SC 29526

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No

APPROVED BY: \_\_\_\_\_

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

(OSE PROJECT MANAGER)



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

AGENCY: HGTC - Horry-Georgetown Technical College

PROJECT NAME: HGTC - Renovations to GT Bldg. 500

PROJECT NUMBER: H59-N221-CB CONSTRUCTION COST RANGE: \$300,000 to \$375,000

PROJECT LOCATION: Georgetown, SC

DESCRIPTION OF PROJECT/SERVICES: *(450 character limit)*

Renovating current building to accommodate space for a new Marine Technology training center. Includes some interior demolition, electrical, mechanical, and construction.

BID/SUBMITTAL DUE DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: Kevin Brown

EMAIL: kevin.brown@hgtc.edu

TELEPHONE: (843) 349-5398

DOCUMENTS OBTAINED FROM: www.hgtc.edu/purchasing (Construction Project Solicitation & Awards)

**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.**

**PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:** The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

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Agency **WILL NOT** accept Bids sent via email.

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A/E NAME: PMH Associates

A/E CONTACT: Diane Price

EMAIL: \_\_\_\_\_

TELEPHONE: (843) 497-0272

dprice@pmharchitects.com

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PRE-BID DATE: March 23, 2023 TIME: 2:00 PM

PRE-BID PLACE: HGTC - Georgetown Campus, Bldg. 100

BID OPENING PLACE: HGTC - Conway Campus, Bldg. 100, Room 122

BID DELIVERY ADDRESSES:

**HAND-DELIVERY:**

Attn: Dianna Cecala, Procurement Manager

2050 Hwy 501 E

Conway, SC 29526

**MAIL SERVICE:**

Attn: Dianna Cecala, Procurement Manager

2050 Hwy 501 E

Conway, SC 29526

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION?  Yes  No

APPROVED BY: \_\_\_\_\_

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

(OSE PROJECT MANAGER)

**South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A701<sup>™</sup> – 2018**

***Instructions to Bidders***

This version of AIA Document A701<sup>™</sup>–2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A701–2018 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–2018 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701<sup>™</sup>– 2018, Instructions to Bidders — SCOSE Version,” or “AIA Document A701<sup>™</sup>–2018 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A701™ – 2018

## Instructions to Bidders

for the following Project:

*(Name, State Project Number, location, and detailed description)*

Horry Georgetown Technical College  
Renovation of GT Bldg. 100 for HVAC Program  
H59-N220-CB  
Horry Georgetown Technical College  
Renovations to GT Bldg. 500  
H59-N221-CB, 4003 South Fraser Street  
Georgetown, SC 29440  
Renovate 3 existing classrooms in one large lab for teaching  
HVAC. Renovating current building to accommodate space for a  
new Marine Technology training Center. Includes some interior  
demolition, electrical, mechanical and construction

### THE OWNER:

*(Name, legal status, address, and other information)*

The Owner is a Governmental Body of the State of South Carolina as defined by S.C.  
Code Ann. § 11-35-310.

Horry Georgetown Technical College, 4003 South Fraser Street  
Georgetown, SC 29440

### THE ARCHITECT:

*(Name, legal status, address, and other information)*

Pike - McFarland - Hall Associates, Inc.  
1300 Professional Drive, Suite 201  
Myrtle Beach, SC 29577

This version of AIA Document A701-2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A701–2018 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

1	TABLE OF ARTICLES DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Init.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.1.1 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA Document A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, has correlated the Bidder's observations with the requirements of the Proposed Contract Documents, and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in S.C. Code Ann. Reg. 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its 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 State;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor; and
- .7 the Bidder understands that it may be required to accept payment by electronic funds transfer (EFT).

### § 2.2 Certification of Independent Price Determination

§ 2.2.1 GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SC CODE OF LAWS §16-9-10 AND OTHER APPLICABLE LAWS.

§ 2.2.2 By submitting a Bid, the Bidder certifies that:

- .1 The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - .1 those prices;
  - .2 the intention to submit a Bid; or
  - .3 the methods or factors used to calculate the prices offered.
- .2 The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- .3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

§ 2.2.3 Each signature on the Bid is considered to be a certification by the signatory that the signatory:

- .1 Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.2.2 of this certification; or
- .2 Has been authorized, in writing, to act as agent for the Bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.2.2 of this certification [As used in this subdivision, the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];
- .3 As an authorized agent, does certify that the principals referenced in Section 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

§ 2.2.4 If the Bidder deletes or modifies Section 2.2.2.2 of this certification, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### § 2.2.5 Drug Free Workplace Certification

By submitting a Bid, the Bidder certifies that, if awarded a contract, Bidder will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code Ann. 44-107-10, et seq.

#### § 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

§ 2.2.6.1 By submitting a Bid, Bidder certifies, to the best of its knowledge and belief, that:

- .1 Bidder and/or any of its Principals-
  - .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
  - .2 Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.2.6.1.1.2 of this provision.
- .2 Bidder has not, within a three-year period preceding this Bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- .3 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

§ 2.2.6.2 Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

§ 2.2.6.3 If Bidder is unable to certify the representations stated in Section 2.2.6.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsible.

§ 2.2.6.4 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section 2.2.6.1 of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

§ 2.2.6.5 The certification in Section 2.2.6.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

### § 2.2.7 Ethics Certificate

By submitting a Bid, the Bidder certifies that the Bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the SC Code of Laws, as amended (Ethics Act). The following statutes require special attention: S.C. Code Ann. §8-13-700, regarding use of official position for financial gain; S.C. Code Ann. §8-13-705, regarding gifts to influence action of public official; S.C. Code Ann. §8-13-720, regarding offering money for advice or assistance of public official; S.C. Code Ann. §8-13-755 and §8-13-760, regarding restrictions on employment by former public official; S.C. Code Ann. §8-13-775, prohibiting public official with economic interests from acting on contracts; S.C. Code Ann. §8-13-790, regarding recovery of kickbacks; S.C. Code Ann. §8-13-1150, regarding statements to be filed by consultants; and S.C. Code Ann. §8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If the contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, the contractor shall, if required by law to file such a statement, provide the statement required by S.C. Code Ann. §8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

### § 2.2.8 Restrictions Applicable To Bidders & Gifts

Violation of these restrictions may result in disqualification of your Bid, suspension or debarment, and may constitute a violation of the state Ethics Act.

§ 2.2.8.1 After issuance of the solicitation, Bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.

§ 2.2.8.2 Unless otherwise approved in writing by the Procurement Officer, Bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.

§ 2.2.8.3 Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. SC Regulation 19-445.2165(C) broadly defines the term donor.

### § 2.2.9 Open Trade Representation

By submitting a Bid, the Bidder represents that Bidder is not currently engaged 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 S.C. Code Ann. §11-35-5300.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to all plan holders who return the paper Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

### § 3.1.3 Reserved

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.1.6 All persons obtaining Bidding Documents from the issuing office designated in the advertisement shall provide that office with Bidder's contact information to include the Bidder's name, telephone number, mailing address, and email address.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Architect's attention prior to Bid Opening.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids.

§ 3.2.3 Modifications, corrections, changes, and interpretations of the Bidding Documents shall be made by Addendum. Modifications, corrections, changes, and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 As provided in S.C. Code Ann. Reg. 19-445.2042(B), nothing stated at the Pre-bid conference shall change the Bidding Documents unless a change is made by Addendum.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Where "brand name or equal" is used in the Bidding Documents, the listing description is not intended to limit or restrict competition.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.2.4 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids established in the invitation to bid.

Init.

Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued at least five (5) business days before the day of the Bid Opening, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids. A business day runs from midnight to midnight and excludes weekends and state and federal holidays.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue an Addendum prior to the original Bid Date, the Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with an Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) business day after the date of issuance of the Addendum postponing the original Bid Date.

§ 3.4.6 If an emergency or unanticipated event interrupts normal government processes so that Bids cannot be received at the government office designated for receipt of Bids by the exact time specified in the solicitation, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule Bid Opening. If state offices are closed in the county in which Bids are to be received at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Bidders shall visit <https://www.scecmd.org/closings/> for information concerning closings.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the Bid Form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in numbers.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. Bidder shall not make stipulations or qualify his Bid in any manner not permitted on the Bid Form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

§ 4.1.5 All requested Alternates shall be bid. The failure of the Bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change".



§ 4.1.6 Pursuant to S.C. Code Ann. § 11-35-3020(b)(i), as amended, Section 7 of the Bid Form sets forth a list of proposed subcontractors for which the Bidder is required to identify those subcontractors the Bidder will use to perform the work listed. Bidder must follow the instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

§ 4.1.7 Contractors and subcontractors listed in Section 7 of the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed as required by law at the time of bidding.

§ 4.1.8 Each copy of the Bid shall state the legal name and legal status of the Bidder. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

§ 4.1.9 A Bidder shall incur all costs associated with the preparation of its Bid.

## § 4.2 Bid Security

§ 4.2.1 If required by the invitation to bid, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bid Bond shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty", which company shows a financial strength rating of at least five (5) times the contract price.
- .3 be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and performance and payment bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 By submitting a Bid Bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

## § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

§ 4.3.2 All paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner's designated purchasing office as shown in the invitation to bid. The envelope shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, or special delivery service (UPS, Federal Express, etc.), the sealed envelope shall be labelled "SEALED BID ENCLOSED" on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the invitation for bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner's Procurement Officer or his/her designee as shown in the invitation to bid prior to the time of the Bid Opening.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.6 The official time for receipt of Bids will be determined by reference to the clock designated by the Owner's Procurement Officer or his/her designee. The Procurement Officer conducting the Bid Opening will determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the Procurement Officer at the time the announcement is completed will be timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the Procurement Officer.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

Bids received on time will be publicly opened and read aloud. The Owner will not read aloud Bids that the Owner determines, at the time of opening, to be non-responsive.

§ 5.1.1 At Bid Opening, the Owner will announce the date and location of the posting of the Notice of Intend to Award. If the Owner determines to award the Project, the Owner will, after posting a Notice of Intend to Award, send a copy of the Notice to all Bidders.

§ 5.1.2 The Owner will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

§ 5.1.3 If only one Bid is received, the Owner will open and consider the Bid.

#### § 5.2 Rejection of Bids

§ 5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.2.2 The reasons for which the Owner will reject Bids include, but are not limited to:

- .1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- .2 Failure to deliver the Bid on time;
- .3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
- .4 Listing an invalid electronic Bid Bond authorization number on the Bid Form;
- .5 Failure to Bid an Alternate, except as expressly allowed by law;
- .6 Failure to list qualified subcontractors as required by law;
- .7 Showing any material modification(s) or exception(s) qualifying the Bid;
- .8 Faxing a Bid directly to the Owner or Owner's representative; or
- .9 Failure to include a properly executed Power-of-Attorney with the Bid Bond.

§ 5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid

will result in the lowest overall cost to the Owner even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed available funds. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Responsibility

Owner will make a determination of Bidder's responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Owner to support the Owner's evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Owner, at its option, to determine the Bidder to be non-responsible.

### § 6.2 Reserved

### § 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

### § 6.4 Posting of Intent To Award

The Notice of Intent to Award will be posted at the following location:

**Room or Area of Posting:**

**Building Where Posted:**

**Address of Building:**

**WEB site address (if applicable):**

**Posting date will be announced at Bid Opening.** In addition to posting the Notice, the Owner will promptly send all responsive Bidders a copy of the Notice of Intent to Award and the final bid tabulation

### § 6.5 Protest of Solicitation or Award

§ 6.5.1 If you are aggrieved in connection with the solicitation or award of a contract, you may be entitled to protest, but only as provided in S.C. Code Ann. § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. 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 State Engineer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

§ 6.5.2 Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing:

- .1 by email to [protest-ose@mmo.sc.gov](mailto:protest-ose@mmo.sc.gov),
- .2 by facsimile at 803-737-0639, or
- .3 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 e-mail address from which you sent your protest.

**ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

**§ 7.1 Bond Requirements**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the state of South Carolina.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of 100% of the Contract Sum.

**§ 7.2 Time of Delivery of Contract, Certificates of Insurance, and Form of Bonds**

§ 7.2.1 Following expiration of the protest period, the Owner will forward the Contract for Construction to the Bidder for signature. The Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three (3) days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder’s failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder’s Bid and to make claim on the Bid Security for re-procurement cost.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on the Performance Bond and Payment Bond forms included in the Bid Documents.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, SCOSE Version.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, SCOSE Version.
- .4 Drawings

Number	Title	Date
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- .5 Specifications

Section	Title	Date	Pages
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.6 Addenda:

Number	Date	Pages
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.7 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
- The Sustainability Plan:
- Supplementary and other Conditions of the Contract:

.8 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

## ARTICLE 9 Miscellaneous

### § 9.1 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Important Tax Notice - Nonresidents Only

§ 9.1.1 Withholding Requirements for Payments to Nonresidents: SC Code of Laws §12-8-550 requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

§ 9.1.2 For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at:

[www.sctax.org](http://www.sctax.org)

§ 9.1.3 This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (Available through SC Department of Revenue).

## § 9.2 Submitting Confidential Information

§ 9.2.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in SC Code of Laws §11-35-410.

§ 9.2.2 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Bidder contends contains a trade secret as that term is defined by SC Code of Laws §39-8-20.

§ 9.2.3 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the Bidder contends is protected by SC Code of Laws §11-35-1810.

§ 9.2.4 All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire Bid as confidential, trade secret, or protected! If your Bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

§ 9.2.5 By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

§ 9.2.6 In determining whether to release documents, the State will detrimentally rely on the Bidders' marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".

§ 9.2.7 By submitting a response, the Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

## § 9.3 Solicitation Information From Sources Other Than Official Source

South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the Bidder's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

## § 9.4 Builder's Risk Insurance

Bidders are directed to Exhibit A of the AIA Document A101, 2017 SCOSE Version, which, unless provided otherwise in the Bid Documents, requires the contractor to provide builder's risk insurance on the project.

## § 9.5 Tax Credit For Subcontracting With Minority Firms

§ 9.5.1 Pursuant to S.C. Code Ann. §12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

§ 9.5.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

§ 9.5.3 The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: S.C. Code Ann. §11-35-5010 – Definition for Minority Subcontractor & S.C. Code Ann. §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

## § 9.6 Other Special Conditions Of The Work

 **AIA<sup>®</sup> Document A310™ – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440

**BOND AMOUNT: \$****PROJECT:***(Name, location or address, and Project number, if any)*

Horry Georgetown Technical College Renovation of GT Building 100  
H59-N220-CB  
Horry Georgetown Technical College Renovations to GT Building 500  
H59-N221-CB

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

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

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

**ADDITIONS AND DELETIONS:**

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

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

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



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

Signed and sealed this     day of     ,

\_\_\_\_\_

*(Witness)*

\_\_\_\_\_

*(Witness)*

\_\_\_\_\_

*(Contractor as Principal)*

*(Seal)*

\_\_\_\_\_

*(Title)*

\_\_\_\_\_

*(Surety)*

*(Seal)*

\_\_\_\_\_

*(Title)*



# SE-330 LUMP SUM BID FORM

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

**BID SUBMITTED BY:** \_\_\_\_\_  
(Bidder's Name)

**BID SUBMITTED TO:** \_\_\_\_\_  
(Agency's Name)

**FOR: PROJECT NAME:** HGTC - Renovation of GT Bldg. 100 for HVAC Program  
**PROJECT NUMBER:** H59-N220-CB

## **OFFER**

- § 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Agency on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- § 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security in the amount and form required by the Bidding Documents.
- § 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:  
(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)
- ADDENDA:**             #1             #2             #3             #4             #5
- § 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Agency.
- § 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:
- § 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Renovate 3 existing classrooms in one large lab for teaching HVAC.

\$ \_\_\_\_\_, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

**SE-330**  
**LUMP SUM BID FORM**

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

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

**ALTERNATE # 1** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

**ALTERNATE # 2** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

**ALTERNATE # 3** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

§ 6.3 **UNIT PRICES:**

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

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

**SE-330  
LUMP SUM BID FORM**

**§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED**  
*(See Instructions on the following page BF-2A)*

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

<b>(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME</b> <i>(Completed by Agency)</i>	<b>(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION</b> <i>(Completed by Agency)</i>	<b>(C) SUBCONTRACTOR and/or PRIME CONTRACTOR</b> <i>(Required - must be completed by Bidder)</i>	<b>(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER</b> <i>(Requested, but not Required)</i>
<b>BASE BID</b>			
<b>ALTERNATE #1</b>			
<b>ALTERNATE #2</b>			
<b>ALTERNATE #3</b>			

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

# SE-330 LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

## SE-330 LUMP SUM BID FORM

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

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

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

#### a) CONTRACT TIME

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

#### b) LIQUIDATED DAMAGES

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

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

**ELECTRONIC BID BOND NUMBER:** \_\_\_\_\_

**SIGNATURE AND TITLE:** \_\_\_\_\_

**SE-330  
LUMP SUM BID FORM**

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**

**SC Contractor's License Number(s):** \_\_\_\_\_

**Classification(s) & Limits:** \_\_\_\_\_

**Subclassification(s) & Limits:** \_\_\_\_\_

**By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.**

**BIDDER'S LEGAL NAME:** \_\_\_\_\_

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

\_\_\_\_\_

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

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

# SE-330 LUMP SUM BID FORM

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

**BID SUBMITTED BY:** \_\_\_\_\_  
(Bidder's Name)

**BID SUBMITTED TO:** \_\_\_\_\_  
(Agency's Name)

**FOR: PROJECT NAME:** HGTC - Renovation to GT Bldg. 500  
**PROJECT NUMBER:** H59-N221-CB

## **OFFER**

- § 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Agency on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- § 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security in the amount and form required by the Bidding Documents.
- § 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:  
(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)
- ADDENDA:**             #1             #2             #3             #4             #5
- § 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Agency.
- § 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:
- § 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Renovating current building to accommodate space for a new Marine Technology training center. Includes some interior demolition, electrical, mechanical, and construction.

**\$** \_\_\_\_\_, which sum is hereafter called the Base Bid.  
(Bidder to insert Base Bid Amount on line above)



**SE-330**  
**LUMP SUM BID FORM**

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

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

**ALTERNATE # 1** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

**ALTERNATE # 2** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

**ALTERNATE # 3** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

§ 6.3 **UNIT PRICES:**

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

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

**SE-330  
LUMP SUM BID FORM**

**§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED**  
*(See Instructions on the following page BF-2A)*

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

<b>(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME</b> <i>(Completed by Agency)</i>	<b>(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION</b> <i>(Completed by Agency)</i>	<b>(C) SUBCONTRACTOR and/or PRIME CONTRACTOR</b> <i>(Required - must be completed by Bidder)</i>	<b>(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER</b> <i>(Requested, but not Required)</i>
<b>BASE BID</b>			
<b>ALTERNATE #1</b>			
<b>ALTERNATE #2</b>			
<b>ALTERNATE #3</b>			

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

# SE-330 LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

## SE-330 LUMP SUM BID FORM

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

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

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

#### a) CONTRACT TIME

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

#### b) LIQUIDATED DAMAGES

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

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

**ELECTRONIC BID BOND NUMBER:** \_\_\_\_\_

**SIGNATURE AND TITLE:** \_\_\_\_\_

**SE-330  
LUMP SUM BID FORM**

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**

**SC Contractor's License Number(s):** \_\_\_\_\_

**Classification(s) & Limits:** \_\_\_\_\_

**Subclassification(s) & Limits:** \_\_\_\_\_

**By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.**

**BIDDER'S LEGAL NAME:** \_\_\_\_\_

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

\_\_\_\_\_

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

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

**South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A101<sup>®</sup> – 2017**

***Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum***

This version of AIA Document A101<sup>®</sup>–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A101–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A101–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A101<sup>®</sup>–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — SCOSE Version,” or “AIA Document A101<sup>®</sup>–2017 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017

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

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440

The Owner is a Governmental Body of the State of South Carolina as defined in S.C.  
Code Ann. § 11-35-310.

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

for the following Project:  
*(Name, State Project Number, location and detailed description)*

Renovation of GT Bldg. 100 for HVAC program.  
Horry Georgetown Technical College  
H59-N220-CB  
4003 South Fraser Street  
Georgetown, SC 29440

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

Pike - McFarland - Hall Associates, Inc.  
1300 Professional Dr, Suite 201  
Myrtle Beach, SC 29577

The Owner and Contractor agree as follows.

This version of AIA Document A101–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A101–2017 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 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, all of which 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 a Modification, appears in Article 9.

§ 1.2 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as 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 fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided elsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

§ 3.2 The Contract Time as provided in the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the Contract Time indicated in the Notice to Proceed.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, 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.

**§ 4.2 Alternates**

§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum:

*(Insert the accepted Alternates.)*

Item	Price
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§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 4.5 Liquidated damages**

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

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## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner 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 The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show 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 S.C. Code Ann. § 12-8-550 (Withholding Requirements for Payments to Non-Residents), in accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold three and one-half percent (3.5%), as retainage, from the payment otherwise due.

§ 5.1.7.2 When a portion, or division, of Work as listed in the Schedule of Values is 100% complete, that portion of the retained funds which is allocable to the completed division must be released to the Contractor. No later than ten (10) days after receipt of retained funds from the Owner, the Contractor shall pay to the subcontractor responsible for such completed work the full amount of retainage allocable to the subcontractor's work.

§ 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

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§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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.

## § 5.2 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 Article 12 of AIA Document A201–2017, 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 twenty-one (21) days after the issuance of the Architect’s final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims and disputes shall be resolved in accordance with Article 15 of AIA Document A201–2017.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

§ 8.2.1 The Owner designates the individual listed below as its Senior Representative (“Owner’s Senior Representative”), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:

**Name:**

**Title:**

**Address:**

**Telephone:**

**Email:**

§ 8.2.2 The Owner designates the individual listed below as its Owner’s Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

**Name:**

**Title:**

**Address:**

**Telephone:**

**Email:**

§ 8.3 The Contractor’s representative:

§ 8.3.1 The Contractor designates the individual listed below as its Senior Representative (“Contractor’s Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

**Name:**

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**Title:**  
**Address:**  
**Telephone:**  
**Email:**

§ 8.3.2 The Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

**Name:**  
**Title:**  
**Address:**  
**Telephone:**  
**Email:**

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

§ 8.5 The Architect's representative:

**Name:**  
**Title:**  
**Address:**  
**Telephone:**  
**Email:**

#### § 8.6 Insurance and Bonds

§ 8.6.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101®–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall provide bonds as set forth in AIA Document A101®–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

#### § 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:

*(Check box if applicable to this Contract)*

The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

- .1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.

- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.8.2 The Owner’s review of the Contractor’s schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner’s review shall not relieve the Contractor of any obligations.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101®–2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101®–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201®–2017, SCOSE Version General Conditions of the Contract for Construction
- .4 Form SE-390, Notice to Proceed – Construction Contract
- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9 Other documents, if any, listed below:**  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201®–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

- Form SE-310, Invitation for Construction Services**
- Instructions to Bidders (AIA Document A701-2018 OSE Version)**
- Form SE-330, Contractor’s Bid (Completed Bid Form)**
- Form SE-370, Notice of Intent to Award**
- Certificate of Procurement Authority issued by the State Fiscal Accountability Authority**

This Agreement entered into as of the day and year first written above.

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

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

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

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

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# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name, State Project Number, and location or address)

Renovation of GT Bldg. 100 for HVAC program.  
Horry Georgetown Technical College  
H59-N220-CB

**THE OWNER:**  
(Name, legal status and address)

Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

**THE CONTRACTOR:**  
(Name, legal status and address)

This version of AIA Document A101–2017 Exhibit A is modified by the South Carolina Division of Procurement, Office of State Engineer. Publication of this version of AIA Document A101 Exhibit A does not imply the American Institute of Architects’ endorsement of any modification by the South Carolina Division of Procurement, Office of State Engineer.

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

## TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER’S INSURANCE
- A.3 CONTRACTOR’S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction, SCOSE Version.

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**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Reserved**

**§ A.2.3.1 Reserved**

**§ A.2.3.1.1 Reserved**

**§ A.2.3.1.2 Reserved**

**§ A.2.3.1.3 Reserved**

**§ A.2.3.1.4 Reserved**

**§ A.2.3.2 Reserved**

**§ A.2.3.3 Reserved**

**§ A.2.4 Optional Insurance.**

The Owner shall purchase and maintain any insurance selected below.

**§ A.2.4.1 Other Insurance**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. 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.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

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Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, 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. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.1.4** A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section A.3, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section A.3, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

### **§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, \$1,000,000 aggregate for products-completed operations hazard, \$1,000,000 personal and advertising injury, \$50,000 fire damage (any one fire), and \$5,000 medical expense (any one person) providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Employers Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The umbrella policy limits shall not be less than \$3,000,000.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for claims, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### § A.3.3 Required Property Insurance

§ A.3.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ A.3.3.1.1 **Causes of Loss.** The insurance required by this Section A.3.3.1 shall provide coverage for direct physical loss or damage and shall include the risks of fire (with extended coverage), explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, workmanship, or materials. (Indicate below the cause of loss and any applicable sub-limit.)

**Causes of Loss**

**Sub-Limit**

§ A.3.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.3.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. (Indicate below the cause of loss and any applicable sub-limit.)

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**§ A.3.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.3.3.1 with property insurance written for the total value of the Project.

**§ A.3.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.3.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.3.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.3.3.3** If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

**§ A.3.3.4** Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section A.3.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

#### **§ A.3.4 Contractor's Other Insurance Coverage**

**§ A.3.4.1** Insurance selected and described in this Section A.3.4 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.4.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

**§ A.3.4.2.1 Reserved**

**§ A.3.4.2.2** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

**§ A.3.4.2.3** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

**§ A.3.4.2.4 Boiler and Machinery Insurance**

The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ A.3.5 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

**§ A.3.5.1** Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety 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". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

**§ A.3.5.2** The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- .3 remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

**§ A.3.5.3** Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A101<sup>®</sup> – 2017**

***Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum***

This version of AIA Document A101<sup>®</sup>–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A101–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A101–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A101<sup>®</sup>–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — SCOSE Version,” or “AIA Document A101<sup>®</sup>–2017 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017

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

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440

The Owner is a Governmental Body of the State of South Carolina as defined in S.C.  
Code Ann. § 11-35-310.

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

for the following Project:  
*(Name, State Project Number, location and detailed description)*

Renovation of GT Bldg. 500  
Horry Georgetown Technical College  
H59-N221-CB  
4003 South Fraser Street  
Georgetown, SC 29440

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

Pike - McFarland - Hall Associates, Inc.  
1300 Professional Dr, Suite 201  
Myrtle Beach, SC 29577

The Owner and Contractor agrees follows.

This version of AIA Document A101–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A101–2017 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

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## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

**§ 1.1** 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, all of which 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 a Modification, appears in Article 9.

**§ 1.2** Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as 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 fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided elsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

**§ 3.2** The Contract Time as provided in the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion.

#### **§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the Contract Time indicated in the Notice to Proceed.

**§ 3.3.2** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, 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.

**§ 4.2 Alternates**

§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum:

*(Insert the accepted Alternates.)*

Item	Price
------	-------

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 4.5 Liquidated damages**

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

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## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner 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 The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show 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 S.C. Code Ann. § 12-8-550 (Withholding Requirements for Payments to Non-Residents), in accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold three and one-half percent (3.5%), as retainage, from the payment otherwise due.

§ 5.1.7.2 When a portion, or division, of Work as listed in the Schedule of Values is 100% complete, that portion of the retained funds which is allocable to the completed division must be released to the Contractor. No later than ten (10) days after receipt of retained funds from the Owner, the Contractor shall pay to the subcontractor responsible for such completed work the full amount of retainage allocable to the subcontractor's work.

§ 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

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§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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.

## § 5.2 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 Article 12 of AIA Document A201–2017, 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 twenty-one (21) days after the issuance of the Architect’s final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims and disputes shall be resolved in accordance with Article 15 of AIA Document A201–2017.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

§ 8.2.1 The Owner designates the individual listed below as its Senior Representative (“Owner’s Senior Representative”), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:

**Name:**

**Title:**

**Address:**

**Telephone:**

**Email:**

§ 8.2.2 The Owner designates the individual listed below as its Owner’s Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

**Name:**

**Title:**

**Address:**

**Telephone:**

**Email:**

§ 8.3 The Contractor’s representative:

§ 8.3.1 The Contractor designates the individual listed below as its Senior Representative (“Contractor’s Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

**Name:**

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**Title:**  
**Address:**  
**Telephone:**  
**Email:**

§ 8.3.2 The Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

**Name:**  
**Title:**  
**Address:**  
**Telephone:**  
**Email:**

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

§ 8.5 The Architect's representative:

**Name:**  
**Title:**  
**Address:**  
**Telephone:**  
**Email:**

#### § 8.6 Insurance and Bonds

§ 8.6.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101®–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall provide bonds as set forth in AIA Document A101®–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

#### § 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:

*(Check box if applicable to this Contract)*

The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

- .1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.

- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.8.2 The Owner’s review of the Contractor’s schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner’s review shall not relieve the Contractor of any obligations.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101®–2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101®–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201®–2017, SCOSE Version General Conditions of the Contract for Construction
- .4 Form SE-390, Notice to Proceed – Construction Contract
- .5 Drawings

Number	Title	Date
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- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201®–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

**Form SE-310, Invitation for Construction Services**  
**Instructions to Bidders (AIA Document A701-2018 OSE Version)**  
**Form SE-330, Contractor’s Bid (Completed Bid Form)**  
**Form SE-370, Notice of Intent to Award**  
**Certificate of Procurement Authority issued by the State Fiscal Accountability Authority**

This Agreement entered into as of the day and year first written above.

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

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

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

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

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# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name, State Project Number, and location or address)

Renovation of GT Bldg, 500  
Horry Georgetown Technical College  
H59-N221-CB  
4003 South Fraser Street  
Georgetown, SC 29440

**THE OWNER:**  
(Name, legal status and address)

Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

**THE CONTRACTOR:**  
(Name, legal status and address)

This version of AIA Document A101–2017 Exhibit A is modified by the South Carolina Division of Procurement, Office of State Engineer. Publication of this version of AIA Document A101 Exhibit A does not imply the American Institute of Architects’ endorsement of any modification by the South Carolina Division of Procurement, Office of State Engineer.

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

## TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER’S INSURANCE
- A.3 CONTRACTOR’S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction, SCOSE Version.

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**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Reserved**

**§ A.2.3.1 Reserved**

**§ A.2.3.1.1 Reserved**

**§ A.2.3.1.2 Reserved**

**§ A.2.3.1.3 Reserved**

**§ A.2.3.1.4 Reserved**

**§ A.2.3.2 Reserved**

**§ A.2.3.3 Reserved**

**§ A.2.4 Optional Insurance.**

The Owner shall purchase and maintain any insurance selected below.

**§ A.2.4.1 Other Insurance**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. 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.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

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Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, 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. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.1.4** A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section A.3, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section A.3, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

### **§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, \$1,000,000 aggregate for products-completed operations hazard, \$1,000,000 personal and advertising injury, \$50,000 fire damage (any one fire), and \$5,000 medical expense (any one person) providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Employers Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The umbrella policy limits shall not be less than \$3,000,000.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for claims, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### § A.3.3 Required Property Insurance

§ A.3.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ A.3.3.1.1 **Causes of Loss.** The insurance required by this Section A.3.3.1 shall provide coverage for direct physical loss or damage and shall include the risks of fire (with extended coverage), explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, workmanship, or materials. (Indicate below the cause of loss and any applicable sub-limit.)

**Causes of Loss**

**Sub-Limit**

§ A.3.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.3.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. (Indicate below the cause of loss and any applicable sub-limit.)

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**§ A.3.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.3.3.1 with property insurance written for the total value of the Project.

**§ A.3.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.3.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.3.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.3.3.3** If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

**§ A.3.3.4** Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section A.3.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

**§ A.3.4 Contractor’s Other Insurance Coverage**

**§ A.3.4.1** Insurance selected and described in this Section A.3.4 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.4.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

**§ A.3.4.2.1 Reserved**

**§ A.3.4.2.2** Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

**§ A.3.4.2.3** Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

**§ A.3.4.2.4 Boiler and Machinery Insurance**  
The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ A.3.5 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

**§ A.3.5.1** Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety 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". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

**§ A.3.5.2** The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- .3 remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

**§ A.3.5.3** Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A201<sup>®</sup> – 2017**

***General Conditions of the Contract for Construction***

This version of AIA Document A201<sup>®</sup>–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201<sup>®</sup>–2017, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201<sup>®</sup>–2017 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name, State Project Number, and location or address)*

Horry Georgetown Technical College  
Renovation of GT Bldg. 100 for HVAC Program  
H59-N220-CB  
Horry Georgetown Technical College  
Renovations to GT Bldg. 500  
H59-N221-CB

### THE OWNER:

*(Name, legal status, and address)*

Horry Georgetown Technical College  
4003 South Fraser Street  
Georgetown, SC 29440

The Owner is a Governmental Body of the State of South Carolina as defined in S.C. Code Ann. § 11-35-310.

### THE ARCHITECT:

*(Name, legal status, and address)*

Pike - McFarland - Hall Associates, Inc.  
1300 Professional Dr, Suite 201  
Myrtle Beach, SC 29577

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6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION

This version of AIA Document A201–2017 is modified by the South Carolina Division of Procurement, Office of State Engineer. Publication of this version of AIA Document A201 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement, Office of State Engineer. A comparative version of AIA Document A201–2017 showing additions and deletions by the South Carolina Division of Procurement, Office of State Engineer is available for review on the State of South Carolina Web site.

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

- .1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, 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, and Modifications issued after execution of the Contract.
- .2 A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.
- .3 Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.
- .4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

#### § 1.1.3 The Work

The term "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.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

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.

#### § 1.1.6 The Specifications

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.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

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The Notice to Proceed is a document issued by the Owner to the Contractor directing the Contractor to begin prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence and establish the initial date of the Substantial Completion.

#### **§ 1.1.10 State Engineer**

“State Engineer” means the person holding the position as head of the State Engineer’s Office. The State Engineer’s Office is created by S.C. Code Ann. § 11-35-830, and is sometimes referred to in the Contract Documents as “Office of State Engineer” or “OSE.” The State Engineer is also the Chief Procurement Officer for Construction, sometimes referred to in the Contract Documents as “CPOC”.

#### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of patent ambiguities within or between parts of the Contract Documents, the Contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect’s interpretation.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

#### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a violation of the Architect’s or Architect’s consultants’ reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

#### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.6.3 Notice to Contractor shall be to the address provided in Section 8.3.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.2.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with Section 1.6.1.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation, including in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.7. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative noted in the Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to S.C. Code Ann. § 29-5-23.

### § 2.2 Reserved

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain a design professional lawfully licensed to practice, or an entity lawfully practicing, in the jurisdiction where the Project is located. The person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Subject to the Contractor's obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. However, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provided in the Contract Documents.

§ 2.3.6 The Owner shall furnish the Contract Documents to the Contractor in digital format.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's Representative noted in the Agreement.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 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.

- .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 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 Owner, as well as from the drawings and specifications made a part of this Contract.

- 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 Owner.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from latent errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.2.5** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction and provide its findings to the Owner. Unless the Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner 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.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider requests for the substitution of products in place of those specified. The Owner and Architect may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changes as a result of the substitution, except for the Architect's re-design costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 represents that the request includes a written representation identifying any potential effect the substitution may have on Project's achievement of a Sustainable Measure or the Sustainable Objective.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the requirements of S.C Code Ann. Title 12, Chapter 8, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Pursuant to S.C. Code Ann. § 10-1-180, no local general or specialty building permits are required for state buildings. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits, fees, and licenses by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent, acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall notify the Owner of any proposed change in the superintendent, including the reason therefore, prior to making such change. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. Subject to any additional requirements in the Contract Documents, the schedule shall contain detail appropriate for the Project, including at a minimum (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

- .1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval.
- .2 The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record (EOR) prior to submittal to the State Fire Marshal. The EOR will complete the Office of State Fire Marshal (OSFM) form "Request for Fire Sprinkler System Shop Review for State Construction Projects" and submit it to OSE for signature.
- .3 OSE will sign the form and return it to the Architect's EOR. The EOR will submit a copy of the signed form with the approved shop drawings to OSFM for review and approval; and, forward a copy of each to OSE.
- .4 Upon receipt of the OSFM approval letter, the EOR will forward a copy of the letter to the Owner, Contractor, Architect, and OSE.
- .5 Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to OSFM.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to

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the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' 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 the 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. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 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 Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Any reference in the Contract Documents to the Architect taking action or rendering a decision with a "reasonable time" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

§ 4.2.2 The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Work completed and correlated with the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly provide the other party with a copy of the request. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either. Except in the case of interpretations resulting in omissions, defects, or errors in the Instruments of Service or perpetuating omissions, defects or errors in the Instruments of Service, the Architect will not be liable for results of interpretations or decisions rendered in good faith. If either party disputes the Architect's interpretation or decision, that party may proceed as provided in Article 15. The Architect's interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect's response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, within fourteen (14) days after posting of the Notice of Intent to Award the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Owner shall not direct the Contractor to contract with any specific individual or entity for supplies or services unless such supplies and services are necessary for completion of the Work and the specified individual or entity is the only source of such supply or service.

**§ 5.2.3** If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes reasonable objection to such substitution. The Contractor’s request for substitution must be made to the Owner in writing, accompanied by supporting information.

**§ 5.2.5** A Subcontractor identified in the Contractor’s Bid pursuant to the subcontractor listing requirements of Section 7 of the Bid Form may only be substituted in accordance with and as permitted by the provisions of S.C. Code Ann. § 11-35-3021. A proposed substitute for a listed subcontractor shall also be subject to the Owner’s approval as set forth in Section 5.2.3.

**§ 5.2.6** A Contractor may substitute one prospective subcontractor for another, with the approval of the Owner as follows:

- .1 If the Contractor requests the substitution, the Contractor is responsible for all costs associated with the substitution.
- .2 If the Owner requests the substitution, the Owner is responsible for any resulting increased costs to the Contractor.

### **§ 5.3 Subcontractual Relations**

**§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

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prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein, or in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.1.6, 7.3.3, 7.5, 13.1, 13.9, 14.3, 14.4, and 15.1.7.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

§ 5.3.4 The Contractor shall assure the Owner that all agreements between the Contractor and its Subcontractor incorporate the provisions of Section 5.3.1 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights. The Contractor's assurance shall be in the form of an affidavit or in such other form as the Owner may approve. Upon request, the Contractor shall provide the Owner or Architect with copies of any or all subcontracts or purchase orders.

#### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

§ 5.4.5 Each subcontract shall specifically provide that the Subcontractor agrees to perform portions of the Work assigned to the Owner in accordance with the Contract Documents.

§ 5.4.6 Nothing in this Section 5.4 shall act to reduce or discharge the Contractor's payment bond surety's obligations to claimants for claims arising prior to the Owner's exercise of any rights under this conditional assignment.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

#### § 6.1.4 Reserved

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 If a change in the Work provides for an adjustment to the Contract Sum, the amount of such adjustment must be computed and documented in writing. In order to facilitate evaluation of proposals or claims for increases and decreases to the Contract Sum, all proposals or claims, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized. Where major cost items are subcontracts, they shall be itemized also. The amount of the adjustment must approximate the actual cost to the Contractor and all costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.1.5, all adjustments to the Contract Sum shall be limited to job specific costs and shall not include indirect costs, home office overhead or profit.

§ 7.1.5 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:

- .1 For the Contractor, for Work performed by the Contractor's own forces, not to exceed seventeen (17%) percent of the Contractor's actual costs.
- .2 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).
- .3 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.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

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.

§ 7.1.6 The procedures described in Sections 7.1.4 and 7.1.5 shall be used to calculate any adjustment in the Contract Sum, including without limitation an adjustment permitted under Articles 7, 9, 14, or 15.

§ 7.1.7 If a change in the Work requires an adjustment to the Contract Sum that exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.9 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed until approved in writing by the OSE.

§ 7.1.8 Any change in the Work initiated after the declaration of Substantial Completion must be approved in writing by the OSE regardless of the amount of the change or the Owner's Construction Change Order Certification.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument, using the OSE Construction Change Order form, prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or the Contract Time.

§ 7.2.2 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order 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. Any proposed adjustment in the Contract Sum shall be prepared in accordance with Section 7.1.4 and 7.1.5. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fourteen (14) days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.5.

§ 7.2.3 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.2. If the Contractor requests a change to the Work that involves a revision

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to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum if properly itemized and substantiating data is not available to permit evaluation;
- .2 Unit prices specified in the Contract Documents or subsequently agreed upon, subject to adjustment if any, as provided in Section 9.1.2;
- .3 Cost and a percentage fee, calculated as described in Sections 7.1.4 and 7.1.5;
- .4 in another manner as the parties may agree; or
- .5 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual cost including overhead and profit as confirmed by the Architect from the Schedule of Values.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

#### **§ 7.5 Pricing Data and Audit**

##### **§ 7.5.1 Cost or Pricing Data**

Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$500,000 [Reference S.C. Code Ann. §§ 11-35-1830 and 11-35-2220, and SC Code Ann. Reg 19-445.2120]. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

**§ 7.5.2** Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

##### **§ 7.5.3 Records Retention**

As used in Section 7.5, the term "Records" means any books or records that relate to cost or pricing data of a Change Order that Contractor is required to submit pursuant to Section 7.5.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly commence the Work prior to the effective date of surety bonds and insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time, the Contract Time shall be extended for such reasonable time as the Architect may determine, provided the delay:

- .1 is not caused by the fault or negligence of the Contractor or a subcontractor at any tier, and
- .2 is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

§ 9.2.1 The Contractor shall submit a schedule of values to the Architect within ten (10) days of full execution of the Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible. The breakdown, being submitted on a uniform standardized format approved by the Architect and Owner, shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

- .1 the description of Work (listing labor and material separately);
- .2 the total value of the Work;
- .3 the percent and value of the Work completed to date;
- .4 the percent and value of previous amounts billed; and
- .5 the current percent completed, and amount billed.

§ 9.2.3 Any schedule of values or trade breakdown that fails to provide sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

### § 9.3 Applications for Payment

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require (such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers), and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, provided such materials or equipment will be subsequently incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated in both the Application for Payment and, if required to be submitted, the accompanying current construction schedule, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means,

methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 Pursuant to S.C. Ann. §§ 29-6-10 through 29-6-60, the Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, 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. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment to the Owner, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the time established in the Contract Documents, the amount certified by the Architect or awarded by final dispute resolution order, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect, the Owner, and any other party the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents.

- .1 If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- .2 If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .3 Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned in the Certificate and a copy of the signed Certificate shall be delivered to the Contractor. Upon such acceptance, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 If the Architect and Owner concur in the Contractor's assessment that the Work or a portion of the Work is safe to occupy, the Owner and Contractor may arrange for a Certificate of Occupancy inspection by OSE. The Owner, Architect, and Contractor shall be present at OSE's inspection. Upon verifying that the Work or a portion of the Work is substantially complete and safe to occupy, OSE will issue, as appropriate, a Full or Partial Certificate of Occupancy.

§ 9.8.7 The Owner may not occupy the Work until all required occupancy permits, if any, have been issued and delivered to the Owner.

### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion within thirty days after Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, the Owner, and any other party the Architect or the Owner choose will make an inspection on a date and at a time mutually agreeable. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

- .3 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion inspection.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
- .3 a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment,
- .5 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,
- .6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner,
- .7 required Training Manuals,
- .8 equipment Operations and Maintenance Manuals,
- .9 any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, and
10. one copy of the Documents required by Section 3.11.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those specific claims in stated amounts that have been previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable 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, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 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 3.2.1 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 Owner and Architect 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.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner 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. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner 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. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the rights of either party to disagree and assert a Claim in accordance with Article 15.

§ 10.3.3 The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (a) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 In addition to its obligations under Section 3.18, the Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

#### § 10.3.6 Reserved

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall immediately give the Owner and Architect notice of the emergency. This initial notice may be oral followed within five (5) days by a written notice setting forth the nature and scope of the emergency. Within fourteen (14) days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Failure to Purchase Required Property Insurance.** If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall not be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner to the extent the loss to the Contractor (including Subcontractors and Sub-subcontractors) would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

**§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner and all additional insureds of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall not be equitably adjusted; and (3) the Contractor waives all rights against the Owner to the extent any loss to the Contractor, Subcontractors, and Sub-subcontractors would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

### **§ 11.2.2 Reserved**

### **§ 11.2.3 Reserved**

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.3.3 Limitation on the Owner's Waiver of Subrogation**

South Carolina law prohibits the State from indemnifying a private party. Accordingly, and notwithstanding anything in the Agreement to the contrary, including but not limited to Sections 11.3.1, 11.3.2, and 11.4, the Owner cannot and

does not waive subrogation to the extent any losses are covered by insurance provided by the South Carolina Insurance Reserve Fund.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Contractors as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect and Owner shall make payments to their consultants and separate contractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§ 11.5.3** If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation/inspection and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

- .1 If the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, 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 notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 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.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

§ 13.1.1 The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

§ 13.1.2 This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

### § 13.2 Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. 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 Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts

to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### § 13.3 Rights and Remedies

§ 13.3.1 Unless expressly provided otherwise, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 Notwithstanding Section 9.10.4, the rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses:

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5 Warranty
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification
- 7.5 Pricing Data and Audit
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)
- A.3.5 Performance and Payment Bond (A101, Exhibit A)
- 15.1.7 Claims for Listed Damages
- 15.1.8 Waiver of Claims Against the Architect
- 15.6 Dispute Resolution
- 15.6.5 Service of Process

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- .1 Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.
- .2 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense and shall be deducted from future Applications of Payment.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the Owner 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.

### § 13.6 Procurement of Materials by Owner

The Contractor accepts assignment of all purchase orders and other agreements for procurement of materials and equipment by the Owner that are identified as part of the Contract Documents. The Contractor shall, upon delivery, be responsible for the storage, protection, proper installation, and preservation of such Owner purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. Unless the Contract Documents specifically provide otherwise, all Contractor warranty of workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items.

### § 13.7 Interpretation of Building Codes

As required by S.C. Code Ann. § 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 Owner and OSE for resolution.

### § 13.8 Minority Business Enterprises

Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE's name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

### § 13.9 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 Section 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 subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

### § 13.10 Drug-Free Workplace

The Contractor must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as defined by S.C. Code Ann. § 44-107-20(1).

### § 13.11 False Claims

According to S.C. Code Ann. § 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.

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### § 13.12 Prohibited Acts

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. (§ 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. (§ 11-1-40)

### § 13.13 Open Trade (Jun 2015)

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 S.C. Code Ann. § 11-35-5300.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and the Contractor has stopped work in accordance with Section 9.7.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in Section 14.4.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. The Owner shall give notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and any other adjustments otherwise set forth in the Agreement.

§ 14.4.4 Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.

§ 14.4.5 Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;

Init.



- .2 funding for the reinstated portion of the Work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated Work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Reserved

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the Claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.6.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Architect is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

- .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

Init.

- 2 For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule and days the Contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
- 3 The Contractor shall submit monthly with their pay application all Claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

**§ 15.1.6.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

**§ 15.1.6.4** The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

### **§ 15.1.7 Claims for Listed Damages**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out of or relating to this Contract.

**§ 15.1.7.1** For the Owner, 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) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.5 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

**§ 15.1.7.2** 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) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

**§ 15.1.7.3** Nothing contained in this Section 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 3.18 (Indemnification).

### **§ 15.1.8 Waiver of Claims Against the Architect**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The 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) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

**§ 15.5 Claim and Disputes - Duty of Cooperation, Notice, and Architects Initial Decision**

§ 15.5.1 Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize Claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If Claims do arise, Contractor and Owner each commit to resolving such Claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

§ 15.5.2 Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address Claims between the Contractor and persons or entities other than the Owner.

§ 15.5.3 The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

§ 15.5.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.

§ 15.5.5 The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.

§ 15.5.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.6 Dispute Resolution**

§ 15.6.1 If a Claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one (21) days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

§ 15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all Claims, or controversies relating to the Contract 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 in the absence of jurisdiction 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.

§ 15.6.3 If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the Claim. If the Claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

§ 15.6.4 Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

#### § 15.6.5 Service of Process

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 Senior 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.

### ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

hereinafter referred to as "Agency", or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: HGTC - Renovation of GT Bldg. 100 for HVAC Program

State Project Number: H59-N220-CB

Brief Description of Awarded Work: Renovate 3 existing classrooms in one large lab for teaching HVAC

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

Name: Pike - McFarland - Hall Associates, Inc.

Address: 1300 Professional Drive, Suite 201

Myrtle Beach, SC 29577

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

hereinafter referred to as "Agency", or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: HGTC - Renovation to GT Bldg. 500

State Project Number: H59-N221-CB

Brief Description of Awarded Work: \_\_\_\_\_

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

Name: Pike - McFarland - Hall Associates, Inc.

Address: 1300 Professional Drive, Suite 201

Myrtle Beach, SC 29577

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

hereinafter referred to as "Agency", or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: HGTC - Renovation of GT Bldg. 100 for HVAC Program  
State Project Number: H59-N220 CB  
Brief Description of Awarded Work: \_\_\_\_\_

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

Name: Pike - McFarland - Hall Associates, Inc.  
Address: 1300 Professional Drive, Suite 201  
Myrtle Beach, SC 29577

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

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

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_ **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-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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as “Agency”, or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: HGTC - Renovation to GT Bldg. 500  
State Project Number: H59-N221-CB  
Brief Description of Awarded Work: \_\_\_\_\_

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

Name: Pike - McFarland - Hall Associates, Inc.  
Address: 1300 Professional Drive, Suite 201  
Myrtle Beach, SC 29577

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

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

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_ **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-380

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

**CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT**

**AGENCY:** Horry Georgetown Technical College

**PROJECT NAME:** HGTC - Renovation of GT Bldg. 100 for HVAC Program

**PROJECT NUMBER:** H59-N220-CB

**CONTRACTOR:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

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

**ADJUSTMENTS IN THE CONTRACT SUM:**

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

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

**CONTRACTOR ACCEPTANCE:**

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

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

**A/E RECOMMENDATION FOR ACCEPTANCE:**

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

**Print Name or Representative:** \_\_\_\_\_

**AGENCY ACCEPTANCE AND CERTIFICATION:**

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

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

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

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

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

**SUBMIT THE FOLLOWING TO OSE**

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.

SE-380

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

**CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT**

**AGENCY:** Horry Georgetown Technical College

**PROJECT NAME:** HGTC - Renovation to GT Bldg. 500

**PROJECT NUMBER:** H59-N221-CB

**CONTRACTOR:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

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

**ADJUSTMENTS IN THE CONTRACT SUM:**

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

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

**CONTRACTOR ACCEPTANCE:**

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

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

**A/E RECOMMENDATION FOR ACCEPTANCE:**

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

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

**AGENCY ACCEPTANCE AND CERTIFICATION:**

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

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

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

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

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

**SUBMIT THE FOLLOWING TO OSE**

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.

## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of interior renovations to Horry Georgetown Technical College, Georgetown, Buildings 100 and 500.
- B. Project locations as described in Contract Documents.
- C. Contract Documents, dated February, 2023 were prepared for the Project by PIKE - McFARLAND - HALL Associates, Inc., 1300 Professional Drive, Suite 201, Myrtle Beach, SC 29577.
- D. The Work consists of building with associated site work.
  - 1. The scope of work includes interior demolition/renovations to three existing classrooms in Building 100 and spaces in Building 500. The project consists of removal of interior stud walls, ceilings, existing light fixtures, HVAC and electrical in specific areas of both buildings. There is a 20'x25' pre-fab metal storage shed and concrete pad, along with an aluminum canopy and concrete pad included for Building 500. Building 100 also includes an aluminum canopy and concrete pad. The existing floor finishes are to be removed. Exposed concrete is to be prepped and finished as indicated. Painting is limited to those areas that will need to be finished to match existing after demolition. There is no new millwork or flooring in the project.
- E. General: During the demolition/construction period the contractor's use of the premises shall be limited to only those spaces necessary to accomplish the work. Use of the site shall be limited as indicated on the Construction Documents.
- F. Contractor is advised that the remaining portion of the building and site will continue to be occupied and used by the Owner for the duration of the work.

#### 1.3 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Obtain the Building Permit and the Certificate of Occupancy from Office of State Engineers officials prior to Owner occupancy.
  - 2. Prior to partial Owner occupancy, mechanical and electrical shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01010

## SECTION 01027 – APPLICATIONS FOR PAYMENT

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section 01300 - "Submittals" and Section 01311 – "Schedules and Reports".

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.
    - f. List of products.
    - g. List of principal suppliers and fabricators.
    - h. Schedule of submittals.
  - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:



- a. Related Specification Section or Division.
  - b. Description of Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
- 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
  4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
  6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
  1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 25th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With the Final Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Schedule of unit prices.
  7. Submittal Schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from governing authorities for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction meeting.
  14. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Occupancy permits and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Test/adjust/balance records.
    - d. Maintenance instructions.
    - e. Meter readings.
    - f. Startup performance reports.
    - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - h. Final cleaning.
    - i. Application for reduction of retainage and consent of surety.
    - j. Advice on shifting insurance coverages.
    - k. Final progress photographs.
    - l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Ensure that unsettled claims will be settled.
  4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
  5. Transmittal of required Project construction records to the Owner.
  6. Removal of temporary facilities and services.
  7. Removal of surplus materials, rubbish, and similar elements.
  8. Change of door locks to Owner's access.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01027

## SECTION 01035 – MODIFICATION PROCEDURES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  - 2. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
  - 3. Division 1 Section "Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

#### 1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions.

#### 1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - 2. Within 20 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
    - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
  - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.

2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section "Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01035

## SECTION 01040 – COORDINATION

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination Drawings.
  - 4. Administrative and supervisory personnel.
  - 5. Cleaning and protection.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
  - 2. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
  - 3. Division 1 Section "Materials and Equipment" for coordinating general installation.
  - 4. Division 1 Section "Contract Closeout" for coordinating contract closeout.

#### 1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section "Submittals."
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

#### PART 2 – PRODUCTS (Not Applicable)

#### PART 3 – EXECUTION

##### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

##### 3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining, and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High-speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION 01040



## SECTION 01045 – CUTTING AND PATCHING

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Coordination" for procedures for coordinating cutting and patching with other construction activities.
  - 2. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements of this Section apply to mechanical and electrical installations. Refer to Divisions 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform Work.
  - 4. Indicate dates when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - 6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
  - 7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.

#### 1.4 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
  - a. Foundation construction.
  - b. Bearing and retaining walls.
  - c. Structural concrete.
  - d. Structural steel.
  - e. Lintels.
  - f. Timber and primary wood framing.
  - g. Structural decking.
  - h. Stair systems.
  - i. Miscellaneous structural metals.
  - j. Exterior curtain-wall construction.
  - k. Equipment supports.
  - l. Piping, ductwork, vessels, and equipment.
  - m. Structural systems of special construction.
  
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment.
    - b. Air or smoke barriers.
    - c. Water, moisture, or vapor barriers.
    - d. Membranes and flashings.
    - e. Fire protection systems.
    - f. Noise and vibration control elements and systems.
    - g. Control systems.
    - h. Communication systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
  1. If possible retain the original Installer or fabricator to cut and patch the exposed Work listed below as required for this project. If it is impossible to engage the original Installer or fabricator, engage another recognized experienced and specialized firm.
    - a. Processed concrete finishes.
    - b. Stonework and stone masonry.
    - c. Ornamental metal.
    - d. Matched-veneer woodwork.
    - e. Preformed metal panels.
    - f. Firestopping.
    - g. Window wall system.

- h. Stucco and ornamental plaster.
- i. Acoustical ceilings.
- j. Terrazzo.
- k. Finished wood flooring.
- l. Fluid-applied flooring.
- m. Carpeting.
- n. Aggregate wall coating.
- o. Wall covering.
- p. Swimming pool finishes.
- q. HVAC enclosures, cabinets, or covers.

## 1.5 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

## PART 2 – PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

## PART 3 – EXECUTION

### 3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
  1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
  4. Comply with requirements of applicable Divisions 2, 23 and 26 Sections where cutting and patching requires excavating and backfilling.
  5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
  4. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### 3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

## SECTION 01060 – REGULATORY REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. The following requirements of Regulatory Agencies having an interest in this project are hereby made a part of this Contract.
- B. The construction of the project, including the letting of contracts in connection herewith, shall conform to the applicable requirements of State, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.
- C. South Carolina Sales Tax: All applicable South Carolina sales tax shall be to the account of the Contractor.
- D. Use of Chemicals: All chemicals used during the project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.
- E. Safety and Health Regulations: The Contractor shall comply with the Department of Labor and Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).
- F. Inspection by Agencies: The representatives of the South Carolina Department of Health and Environmental Control, Horry County and Department of Highways and Public Transportation and where applicable, municipalities in which a project is located, shall have access to the work wherever it is, in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.
- G. Withholding for Non-Residents shall comply with the following:
  - 1. Attention of non-resident contractors is invited to Part Two, Act No. 855. Acts of the General Assembly of South Carolina 1958.
  - 2. If a non-resident contractor is the successful bidder on this project, he shall be required to post surety bond, or deposit cash or securities with the South Carolina Tax Commission in compliance with the Act. Proof of such coverage shall be filed with the Engineer before work is started.
  - 3. If the Contractor fails to comply with the regulations of the South Carolina Tax Commission, two percent (2%) of each and every payment made to the Contractor shall be retained by the Owner to satisfy such requirements.
- H. The Owner shall provide and maintain competent and adequate observation of construction as required by 40 CFR 35.2214.

END OF SECTION 01060

## SECTION 01140 – CONTRACTOR'S USE OF THE PREMISES

### PART 1 - GENERAL

#### 1.1 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy of site and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Firearms are not allowed on the site.

#### 1.2 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

END OF SECTION 01140

## SECTION 01200 – PROJECT MEETINGS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  - 1. Preconstruction conferences.
  - 2. Preinstallation conferences.
  - 3. Progress meetings.
  - 4. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Coordination" for procedures for coordinating project meetings with other construction activities.
  - 2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

#### 1.3 PRECONSTRUCTION CONFERENCE

- A. Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and Change Orders.
  - 5. Procedures for processing Applications for Payment.
  - 6. Distribution of Contract Documents.
  - 7. Submittal of Shop Drawings, Product Data, and Samples.
  - 8. Preparation of record documents.
  - 9. Use of the premises.
  - 10. Parking availability.
  - 11. Office, work, and storage areas.
  - 12. Equipment deliveries and priorities.
  - 13. Safety procedures.

- 14. First aid.
- 15. Security.
- 16. Housekeeping.
- 17. Working hours.

#### 1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site at regular intervals. Notify the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and the Architect, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  - 1. Contractor's Construction Schedule: Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time. A large print copy of the current construction schedule shall be displayed at the project site for review and reference by all meeting attendees.
  - 2. Review the present and future needs of each entity present, including the following:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Status of submittals.
    - e. Deliveries.
    - f. Off-site fabrication problems.
    - g. Access.
    - h. Site utilization.
    - i. Temporary facilities and services.
    - j. Hours of work.
    - k. Hazards and risks.
    - l. Housekeeping.
    - m. Quality and work standards.
    - n. Change Orders.
    - o. Requests for Information and proposals
    - p. Documentation of information for payment requests.
- D. Reporting: Contractor shall record Minutes of Meeting. No later than 3 days after each meeting, distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.



1. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.5 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01200

## SECTION 01300 – SUBMITTALS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule.
2. Submittal schedule.
3. Daily construction reports.
4. Shop Drawings.
5. Product Data.
6. Samples.
7. Quality assurance submittals.
8. Site Work Sequencing Plan
9. Asbestos application process

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Performance and payment bonds.
4. Insurance certificates.
5. List of subcontractors.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 Section "Quality Control and Special Inspections" specifies requirements for submittal of inspection and test reports.
5. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

#### 1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

1. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
  - B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- 1.4 SUBMITTAL PROCEDURES
- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
    1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
    2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
      - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
    3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
      - a. Allow 2 weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
      - b. If an intermediate submittal is necessary, process the same as the initial submittal.
      - c. Allow 2 weeks for reprocessing each submittal.
      - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
  - B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
    1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
    2. Include the following information on the label for processing and recording action taken.
      - a. Project name.
      - b. Date.
      - c. Name and address of the Architect.
      - d. Name and address of the Contractor.
      - e. Name and address of the subcontractor.
      - f. Name and address of the supplier.
      - g. Name of the manufacturer.
      - h. Number and title of appropriate Specification Section.
      - i. Drawing number and detail references, as appropriate.
  - C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
    1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations

and limitations. Include Contractor's certification that information complies with Contract Document requirements.

## 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 30 days after the date established for "Commencement of the Work."
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
  2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including shop drawings and submittal reviews, preinstallation conferences, testing and inspections, and installation, etc.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## 1.6 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the submittal schedule to the Architect for Architect and Engineer review within 10 days of award of the project. Submit the schedule no later than with the first (1<sup>st</sup>) pay request. Pay request will not be processed without receipt of submittal schedule.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
  2. Prepare the schedule in chronological order. Provide the following information:
    - a. Scheduled date for the first submittal.
    - b. Related Section number.
    - c. Submittal category (Shop Drawings, Product Data, or Samples).
    - d. Name of the subcontractor.

- e. Description of the part of the Work covered.
  - f. Scheduled date for resubmittal.
  - g. Scheduled date for the Architect's final release or approval.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

#### 1.7 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Architect at weekly intervals:
- 1. List of subcontractors at the site.
  - 2. Approximate count of personnel at the site.
  - 3. High and low temperatures, general weather conditions.
  - 4. Accidents and unusual events.
  - 5. Meetings and significant decisions.
  - 6. Stoppages, delays, shortages, and losses.
  - 7. Meter readings and similar recordings.
  - 8. Emergency procedures.
  - 9. Orders and requests of governing authorities.
  - 10. Change Orders received, implemented.
  - 11. Services connected, disconnected.
  - 12. Equipment or system tests and startups.
  - 13. Partial Completions, occupancies.
  - 14. Substantial Completions authorized.

#### 1.8 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
- 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
  - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).

7. Submittal: If paper submittals are required, submit 6 blue- or black-line prints and 2 additional prints where required for maintenance manuals. The Architect will retain 2 prints and return the remainder.
  - a. One of the prints returned shall be marked up and maintained as a "Record Document."
8. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

#### 1.9 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  3. Submittals: If paper submittals are required, submit 6 copies of each required submittal. The Architect will retain one and will return the other marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  4. Distribution: Furnish copies (paper or electronic) of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
    - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    - b. Do not permit use of unmarked copies of Product Data in connection with construction.

#### 1.10 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
    - a. Specification Section number and reference.

- b. Generic description of the Sample.
  - c. Sample source.
  - d. Product name or name of the manufacturer.
  - e. Compliance with recognized standards.
  - f. Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
    - c. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
  3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
    - a. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
  4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 1 set.
  5. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
    - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

#### 1.11 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control and Special Inspections."

#### 1.12 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
  - 1. Final Unrestricted Release: When the Architect marks a submittal "Reviewed," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - 2. Final-But-Restricted Release: When the Architect marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
  - 3. Returned for Resubmittal: When the Architect marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
    - a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
- C. Unsolicited Submittals: The Architect will return unsolicited submittals to the sender without action.
- D. Review of submittal and subsequent marking of a submittal as "Reviewed", "Furnish as Corrected" or "Revise and Resubmit" by the Architect or consulting engineers does not relieve the contractor of responsibility or liability for the product, material or system not complying with the contract documents.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01300



## SECTION 01311 – SCHEDULES AND REPORTS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
  - 1. Contractor's construction schedule.
  - 2. Submittal schedule.
  - 3. Daily construction reports.
  - 4. Field correction reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
  - 2. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
  - 3. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
  - 4. Division 1 Section "Materials and Equipment" specifies requirements for submittal of the list of products.

#### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

#### 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 30 days after the date established for "Commencement of the Work."
  - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
  - 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  - 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  - 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.

6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
  - B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
    1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
  - C. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.
- 1.5 SUBMITTAL SCHEDULE
- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals cross referenced and coordinated with dates of the work indicated on the construction schedule as required to start and complete the work indicated. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
    1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values and the list of products as well as the Contractor's Construction Schedule.
  - B. Prepare the schedule in chronological order. Provide the following information:
    1. Scheduled date for the first submittal.
    2. Related Section number.
    3. Submittal category.
    4. Name of the subcontractor.
    5. Description of the part of the Work covered.
    6. Scheduled date for resubmittal.
    7. Scheduled date for the Architect's final release or approval.
  - C. Distribution: Following the Architect's response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
    1. Post copies in the Project meeting room and temporary field office.
    2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
  - D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## 1.6 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at the site. Retain report at site through Substantial Completion:

1. List of subcontractors at the site.
  2. List of separate contractors at the site.
  3. Approximate count of personnel at the site.
  4. High and low temperatures, general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of governing authorities.
  12. Change Orders received, implemented.
  13. Services connected, disconnected.
  14. Equipment or system tests and startups.
  15. Partial Completions, occupancies.
  16. Substantial Completions authorized.
- B. Field Correction Reports: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Architect immediately.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01311

## SECTION 01340 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittal of Shop Drawings, Product Data, Samples, and other miscellaneous quality-control submittals.
- B. Shop Drawings include, but are not limited to, the following:
  - 1. Fabrication drawings.
  - 2. Installation drawings.
  - 3. Setting diagrams.
  - 4. Shopwork manufacturing instructions.
  - 5. Templates and patterns.
  - 6. Schedules.
    - a. Standard information prepared without specific reference to the Project is not Shop Drawings.
- C. Product Data include, but are not limited to, the following:
  - 1. Manufacturer's product specifications.
  - 2. Manufacturer's installation instructions.
  - 3. Standard color charts.
  - 4. Catalog cuts.
  - 5. Roughing-in diagrams and templates.
  - 6. Standard wiring diagrams.
  - 7. Printed performance curves.
  - 8. Operational range diagrams.
  - 9. Mill reports.
  - 10. Standard product operating and maintenance manuals.
  - 11. Sample warranties
- D. Samples include, but are not limited to, the following:
  - 1. Partial Sections of manufactured or fabricated components.
  - 2. Small cuts or containers of materials.
  - 3. Complete units of repetitively used materials.
  - 4. Swatches showing color, texture, and pattern.
  - 5. Color range sets.
  - 6. Components used for independent inspection and testing.
  - 7. Field samples.
- E. Quality-control submittals include, but are not limited to, the following:
  - 1. Design data.

2. Certifications.
  3. Manufacturer's instructions.
  4. Manufacturer's field reports.
- F. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
1. Permits.
  2. Applications for payment.
  3. Performance and payment bonds.
  4. Insurance certificates.
  5. Listing of subcontractors.
- G. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
  2. Division 1 Section "Schedules and Reports" specifies requirements for submittal of required schedules and reports, including the Submittal Schedule.
  3. Division 1 Section "Quality Control & Special Inspections" specifies requirements for submittal of inspection and test reports and the erection of mockups.
  4. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents, including copies of final Shop Drawings, at project closeout.

### 1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
1. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

### 1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal to the Architect sufficiently in advance of scheduled performance of related construction activities to avoid delay.
1. Coordinate each submittal with other submittals and related activities that require sequential activity including:
    - a. Testing.
    - b. Purchasing.
    - c. Fabrication.
    - d. Delivery.
  2. Coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work to avoid delay in processing because of the Architect's need to review submittals concurrently for coordination.

- a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are forthcoming.
  3. Scheduling: Division 1 Section "Schedules and Reports" includes the Submittal Schedule listing submittals and indicating time requirements for coordination of submittal activity with related construction operations.
  4. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow 2 weeks for the Architect's initial review of each submittal. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals. The Architect will advise the Contractor when a submittal being processed must be delayed for coordination.
    - b. Where necessary to provide an intermediate submittal, process the intermediate submittal in the same manner as the initial submittal.
    - c. Allow 2 weeks for reprocessing each submittal.
    - d. The Architect will not authorize an extension of time because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification.
1. Indicate name of the firm or entity that prepared each submittal on the label or title block.
  2. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block to record the Contractor's review and approval markings and the action taken by the Architect.
  3. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of the Architect.
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Similar definitive information as necessary.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect and to other destinations by use of a transmittal form. The Architect will return submittals received from sources other than the Contractor.
1. Record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, record deviations from requirements of the Contract Documents, including minor variations and limitations.
  2. Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  3. Transmittal Form: Prepare a draft of a transmittal form and submit it to the Architect for acceptance. Provide places on the form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).

- e. Names of the subcontractor, manufacturer, and supplier.
- f. Category and type of submittal.
- g. Submittal purpose and description.
- h. Submittal and transmittal distribution record.
- i. Remarks.
- j. Signature of transmitter.

## 1.5 SHOP DRAWINGS

- A. Submit newly prepared information, drawn accurately to scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop Drawings.
  - 1. Include the following information on Shop Drawings:
    - a. Dimensions.
    - b. Identification of products and materials included.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
  - 2. Submit Coordination Drawings where required for integration of different construction elements. Show construction sequences and relationships of separate components where necessary to avoid conflicts in utilization of the space available.
  - 3. Highlight, encircle, or otherwise indicate deviations from the Contract Documents on the Shop Drawings.
  - 4. Do not allow Shop Drawing copies that do not contain an appropriate final stamp or other marking indicating the action taken by the Architect to be used in construction.
  - 5. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
  - 6. Submittal: Submit 6 blue- or black-line prints, unless prints are required for maintenance manuals. The Architect will retain 2 prints. The remainder will be returned.
    - a. The Contractor shall mark up and retain one of the prints returned as a "Record Document."

## 1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the Project.
  - 1. Where Product Data includes information on several similar products, some of which are not required for use on the Project, mark copies clearly to indicate which products are applicable.
  - 2. Where Product Data must be specially prepared for required products, materials, or systems because standard printed data are not suitable for use, submit as Shop Drawings not Product Data.
  - 3. Include the following information in Product Data:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.

4. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit 6 copies of each required Product Data submittal. The Architect will retain one copy and will return the other marked with the action taken and corrections or modifications required.
1. Unless the Architect observes noncompliance with provisions of the Contract Documents, the submittal may serve as the final submittal.
- C. Distribution: Furnish copies of final Product Data submittal to the manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.
1. Do not proceed with installation of materials, products, and systems until a copy of Product Data applicable to the installation is in the Installer's possession.
  2. Do not permit use of unmarked copies of Product Data in connection with construction.

#### 1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples, cured and finished in the manner specified, and physically identical with the material or product proposed for use.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample where so indicated. Include the following information:
    - a. Generic description of the Sample.
    - b. Size limitations.
    - c. Sample source.
    - d. Product name or name of manufacturer.
    - e. Compliance with recognized standards.
    - f. Compliance with governing regulations.
    - g. Availability.
    - h. Delivery time.
  2. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented by a Sample, submit at least 3 multiple units that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
    - c. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- B. Submittals: Except for Samples intended to illustrate assembly details, workmanship, fabrication techniques, connections, operation, and other characteristics, submit 3 sets of Samples. One set will be returned marked with the action taken.



1. Maintain sets of Samples, as returned by the Architect, at the Project Site, available for quality-control comparisons throughout the course of construction activity.
  2. Unless the Architect observes noncompliance with provisions of the Contract Documents, the submittal may serve as the final submittal.
  3. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- C. Distribution of Samples: Distribute additional sets of Samples to the subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for performance of the Work. Show distribution on transmittal forms.
- D. Field samples specified in individual Specification Sections are special types of Samples. Comply with Sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

#### 1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control".

#### 1.9 CONTRACTOR'S ACTION

- A. The General Contractor is required to provide qualified personnel who must review, comment, mark corrections, etc., of all shop drawings, manufacturer's data, samples, etc., prior to submission to the Architect for review.
- B. It is the General Contractor's responsibility to review and confirm all submittals and the products, materials, equipment, etc., contained therein are in conformance with the Contract Documents.
- C. Any and all nonconforming submittals shall be rejected by the General Contractor and returned to the parties submitting review documentation.
- D. Neither the Architect or Owner will be held liable for delays due to nonconforming submittals by the General Contractor or any of their subcontractors, suppliers, vendors, etc.

#### 1.10 ARCHITECT'S ACTION

- A. Except for submittals for the record or for information, where action and return of submittals is required, the Architect will review each submittal, mark to indicate the action taken, and return.
1. Compliance with specified characteristics is the Contractor's responsibility and not considered part of the Architect's review and indication of action taken.

- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
1. Final Unrestricted Release: Where submittals are marked "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final acceptance will depend on that compliance.
  2. Final-but-Restricted Release: When submittals are marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies with both the Architect's notations or corrections on the submittal and requirements of the Contract Documents. Final acceptance will depend on that compliance.
  3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the Architect's notations. Resubmit without delay. Repeat if necessary to obtain a different action mark.
    - a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project Site or elsewhere where construction is in progress.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01340

## SECTION 01400 – QUALITY CONTROL

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.

#### 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
  - 1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.

- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
1. Provide access to the Work.
  2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
  3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  4. Provide facilities for storage and curing of test samples.
  5. Deliver samples to testing laboratories.
  6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  7. Provide security and protection of samples and test equipment at the Project Site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  3. The agency shall not perform any duties of the Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

#### 1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
    - a. Date of issue.

- b. Project title and number.
- c. Name, address, and telephone number of testing agency.
- d. Dates and locations of samples and tests or inspections.
- e. Names of individuals making the inspection or test.
- f. Designation of the Work and test method.
- g. Identification of product and Specification Section.
- h. Complete inspection or test data.
- i. Test results and an interpretation of test results.
- j. Ambient conditions at the time of sample taking and testing.
- k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

#### 1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
  - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

#### PART 2 – PRODUCTS (Not Applicable)

#### PART 3 – EXECUTION

##### 3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 01400

## SECTION 01421 – REFERENCE STANDARDS AND DEFINITIONS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
  - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01421



## SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Note: Contractor's set-up of the job site construction trailer on the project site along with temporary power and operational telephone/fax service and equipment shall be required prior to the first "pre-installation" conference. Request for extension of time due to the contract's inability to setup temporary facilities as previously stated will not be granted unless otherwise approved by the Owner and Architect.
- C. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light.
  - 3. Temporary heat.
  - 4. Ventilation.
  - 5. Telephone/facsimile service.
  - 6. Sanitary facilities, including drinking water.
  - 7. Storm and sanitary sewer.
- D. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds.
  - 2. Temporary roads and paving.
  - 3. Dewatering facilities and drains.
  - 4. Temporary enclosures.
  - 5. Hoists and temporary elevator use.
  - 6. Temporary project identification signs and bulletin boards.
  - 7. Waste disposal services.
  - 8. Rodent and pest control.
  - 9. Construction aids and miscellaneous services and facilities.
- E. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary fire protection where required by code.
  - 2. Barricades, warning signs, and lights.
  - 3. Sidewalk bridge or enclosure fence for the site when required.
  - 4. Environmental protection.

#### 1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

#### 1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department, and rescue squad rules.
  - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.5 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Provide potable water approved by local health authorities.
- D. Open-Mesh Fencing: Provide 0.120-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chainlink fabric fencing 6 feet (2 m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.

#### 2.2 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and walkways required by governing authorities for public right-of-ways.

- C. Provide suitable barriers and such warning lights as will effectively prevent the occurrence of any accident to health, limb, or property.
- D. Lights shall be maintained between the hours of sunset and sunrise.
- E. Provide protection for plant life designated to remain. Replace damaged plant life.
- F. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

### 2.3 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

### 2.4 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

### 2.5 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
  - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect. Neither the Owner nor Architect will accept cost or use charges as a basis of claims for Change Orders.
- B. Water Service: The existing water service is to remain and the General Contractor shall have the water meter bill and service transferred into his name for the duration of the project. Upon substantial completion, the General Contractor and the Owner shall coordinate to have the water meter bill and service transferred back into the Owner's name.
  - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction

period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.

1. Install electric power service underground, except where overhead service must be used.
  2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heat: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- F. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities. Install telephone on a separate line for each temporary office and first-aid station.
1. Separate Telephone Lines: Provide additional telephone lines for the following:
    - a. Where an office has more than 2 occupants, install a telephone for each additional occupant or pair of occupants.
  2. At each telephone, post a list of important telephone numbers.
- G. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- H. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
- I. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

- B. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet (9 m) of building lines. Comply with requirements of NFPA 241.
- C. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
  - 1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
- D. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
  - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
- G. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
  - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
  - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- H. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire

Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  2. Store combustible materials in containers in fire-safe locations.
  3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- B. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- D. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- F. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housings.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 01500



## SECTION 01600 – MATERIALS AND EQUIPMENT

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 1 Section "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

#### 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

#### 1.4 SUBMITTALS

- A. Product List: Prepare a list showing products specified in tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
  - 1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.
  - 2. Form: Prepare product list with information on each item tabulated under the following column headings:

- a. Related Specification Section number.
- b. Generic name used in Contract Documents.
- c. Proprietary name, model number, and similar designations.
- d. Manufacturer's name and address.
- e. Supplier's name and address.
- f. Installer's name and address.
- g. Projected delivery date or time span of delivery period.

## 1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
  1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
  1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## PART 2 – PRODUCTS

### 2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
  2. Semiproprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.
    - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
  5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
    - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
  6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

7. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
8. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.
9. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

## SECTION 01631 – SUBSTITUTIONS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract. Refer to Specification Section 01632 - Request For Pre-Approval for pre-approval procedures prior to receipt of bids.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

#### 1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.4 SUBMITTALS

- A. Substitution request shall include the following information:
  - 1. Submit one copy of each request for substitution for consideration. Submit requests in the form and according to procedures required for change order proposals.
  - 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  - 3. Submit CSI Form 13.1 (latest edition)
  - 4. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

- a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
  - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product data, including drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
  - f. Cost information, including a proposal of the net change, if any in the contract sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation of a request for substitution. The Architect will notify the parties requesting substitution of acceptance or rejection of the substitution after receipt of the request, or after receipt of requested additional information or documentation, whichever is later. Architect will not be responsible for rejection of a substitution request due to negligence of the parties requesting substitution to submit all data required to determine equivalent evaluation of a substitution. Acceptance will be in the form of a change order.
- a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute request.

## PART 2 – PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the contract time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
  5. The request is directly related to an "or equivalent" clause or similar language in the Contract Documents.
  6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.

7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- C. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
1. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01631

## SECTION 01632 – REQUEST FOR PRE-APPROVAL

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling pre-approval requests for substitutions prior to receipt of bids. Refer to Specification Section 01631 - Substitutions for substitution request procedures after award of contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.
- C. No substitute to that specified or called for on the drawings will be considered unless request for approval is submitted NOT LESS THAN TEN (10) CALENDAR DAYS PRIOR TO THE BID DATE and approval of same issued to all Bidders of Record by Addendum not later than five (5) calendar days prior to the bid date. Each request shall contain the following:
  - 1. Name of project and location.
  - 2. Name of material or equipment to be submitted.
  - 3. Performance and test data.
  - 4. Any and all other detailed specification information required for an evaluation.
  - 5. Specified location of item in contract documents.
  - 6. Complete list designating any changes in related materials, equipment, and/or work that inclusion of substitute would necessitate.
  - 7. Difference between specified item and item submitted for approval.
  - 8. Line item by line item comparison of differences between specified item and item submitted for approval.
  - 9. Samples, when applicable.
- D. NOTE: The burden of proof of the merit of the proposed substitution is upon the parties requesting approval.
- E. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

#### 1.3 SUBMITTALS

- A. Request for pre-approval prior to receipt of bids submittal: The Architect will consider requests for pre-approval if received at least ten (10) days prior to bid date. Requests received less than ten (10) days prior to bid date will not be considered.
  - 1. Submit one copy of each request for substitution for consideration.



2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Submit CSI Form 1.5C (latest edition).
4. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
  - b. A detailed comparison (item-for-item), of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effects.
  - c. Product data, including drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
  - f. Cost information, including a proposal of the net change, if any in the contract sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation of a request for substitution. The Architect will notify the parties requesting substitution of acceptance or rejection of the substitution after receipt of the request, or after receipt of requested additional information or documentation, whichever is later. Architect will not be responsible for rejection of a substitution request due to negligence of the parties requesting substitution to submit all data required to determine equivalent evaluation of a substitution. Acceptance will be included in an addendum prior to receipt of bid proposals.
  - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute request prior to receipt of bids.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01632

## SECTION 01710 – FINAL CLEANING

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section 01500 "Construction Facilities and Temporary Controls" specifies general cleanup and waste-removal requirements.
  - 2. Division 1 Section 01750 "Contract Closeout" specifies general contract closeout requirements.
  - 3. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 26.
- C. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
  - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 – EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  3. Remove petrochemical spills, stains, and other foreign deposits.
  4. Remove tools, construction equipment, machinery, and surplus material from the site.
  5. Remove snow and ice to provide safe access to the building.
  6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  8. Remove labels that are not permanent labels.
  9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  10. Wipe surfaces of electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  11. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
  12. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01710

## SECTION 01720 – PROJECT RECORD DOCUMENTS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include the following:
  - 1. Marked-up copies of Contract Drawings.
  - 2. Marked-up copies of Shop Drawings.
  - 3. Newly prepared drawings.
  - 4. Marked-up copies of Specifications, addenda, and Change Orders.
  - 5. Marked-up Product Data submittals.
  - 6. Record Samples.
  - 7. Field records for variable and concealed conditions.
  - 8. Record information on Work that is recorded only schematically.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies general requirements for preparing and submitting Project Record Documents.
  - 2. Division 1 Section "Contract Closeout" specifies general closeout requirements.
  - 3. Divisions 2 through 26 Sections for specifying Project Record Document requirements for specific pieces of equipment or building operating systems.
- D. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and Samples available at all times for the Architect's inspections.

#### 1.3 RECORD DRAWINGS

- A. Markup Procedure: During construction, maintain a set of blue- or black-line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
  - 1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
    - a. Dimensional changes to the Drawings.
    - b. Revisions to details shown on the Drawings.
    - c. Depths of foundations below the first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.

- f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by change order or Construction Change Directive.
  - k. Changes made following the Architect's written orders.
  - l. Details not on original Contract Drawings.
2. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
  3. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  4. Mark important additional information that was either shown schematically or omitted from original Drawings.
  5. Note Construction Change Directive numbers, alternate numbers, change-order numbers, and similar identification.
- B. Responsibility for Markup: The individual or entity who obtained record data, whether the individual or entity is the Installer, subcontractor, or similar entity, shall prepare the markup on record drawings.
1. Accurately record information in an understandable drawing technique.
  2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
  3. At time of Substantial Completion, submit record drawings to the Architect for the Owner's records. Organize into sets and bind and label sets for the Owner's continued use.
- C. Newly Prepared Record Drawings: Prepare new drawings instead of following procedures specified for preparing record drawings where new drawings are required, and the Architect determines that neither original Contract Drawings nor Shop Drawings are suitable to show the actual installation. New drawings may be required when a change order is issued as a result of accepting an alternate, substitution, or other modification.
1. Consult with the Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. When completed and accepted, integrate newly prepared Drawings with procedures specified for organizing, copying, binding and submitting record drawings.

#### 1.4 RECORD SPECIFICATIONS

- A. During the construction period, maintain 1 copies of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.
1. Mark the Specifications to indicate the actual installation where the installation varies from that indicated in Specifications and modifications issued. Note related project record drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.
  2. Upon completion of markup, submit record Specifications to the Architect for the Owner's records.

## 1.5 RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Product Data submittal for Project Record Document purposes.
  - 1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturer's instructions and recommendations for installation.
  - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 3. Note related Change Orders and markup of record Drawings, where applicable.
  - 4. Upon completion of markup, submit a complete set of record Product Data to the Architect for the Owner's records.
  - 5. Where record Product Data is required as part of maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as record Product Data.

## PART 2 – PRODUCTS (Not Applicable)

## PART 3 – EXECUTION

### 3.1 RECORDING

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

END OF SECTION 01720

## SECTION 01730 – OPERATION AND MAINTENANCE DATA

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for operation and maintenance manuals, including the following:
  - 1. Preparing and submitting operation and maintenance manuals for building operating systems and equipment.
  - 2. Preparing and submitting instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.
  - 3. Instruction of the Owner's operating personnel in the operation and maintenance of building systems and equipment.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies preparation of Shop Drawings and Product Data.
  - 2. Division 1 Section "Contract Closeout" specifies general closeout requirements.
  - 3. Division 1 Section "Contract Closeout" specifies general requirements for submitting project record documents.
  - 4. Appropriate Sections of Divisions 2 through 26 specify special operation and maintenance data requirements for specific pieces of equipment or building operating systems.

#### 1.3 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
  - 1. Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.
  - 2. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.
- B. Instructions for the Owner's Personnel: Use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved to instruct the Owner's operation and maintenance personnel.

#### 1.4 SUBMITTALS

- A. Form of Submittal: Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into one (1) suitable set of manageable size. Where possible, assemble instructions for similar equipment into a single binder.

1. Binders: For each manual, provide heavy-duty, commercial-quality, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2-by-11- inch (115-by-280-mm) paper. Provide a clear plastic sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.
  - a. Where 2 or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
  - b. Identify each binder on front and spine, with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
2. Dividers: Provide heavy paper dividers with celluloid-covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.
3. Protective Plastic Jackets: Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
4. Text Material: Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on 8-1/2-by-11-inch (115-by-280-mm), 20-lb/sq. ft. (75-g/sq. m) white bond paper.
5. Drawings: Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
  - a. Where oversize drawings are necessary, fold drawings to the same size as text pages and use as a foldout.
  - b. If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual.

## 1.5 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls:
  1. General system or equipment description.
  2. Design factors and assumptions.
  3. Copies of applicable Shop Drawings and Product Data.
  4. System or equipment identification, including:
    - a. Name of manufacturer.
    - b. Model number.
    - c. Serial number of each component.
  5. Operating instructions.
  6. Emergency instructions.
  7. Wiring diagrams.
  8. Inspection and test procedures.
  9. Maintenance procedures and schedules.
  10. Precautions against improper use and maintenance.
  11. Copies of warranties.
  12. Repair instructions including spare parts listing.
  13. Sources of required maintenance materials and related services.



14. Manual index.

- B. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of Product Data, supplemented by Drawings and written text; and copies of each warranty, bond, and service contract issued.
1. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
    - a. Subject matter covered by the manual.
    - b. Name and address of the Project.
    - c. Date of submittal.
    - d. Name, address, and telephone number of the Contractor.
    - e. Name and address of the Architect.
    - f. Cross-reference to related systems in other operation and maintenance manuals.
  2. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
    - a. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
  3. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or Installer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.
  4. Product Data: Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.
  5. Written Text: Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
  6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
    - a. Do not use original project record documents as part of operation and maintenance manuals.
  7. Warranties, Bonds, and Service Contracts: Provide a copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating

personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

#### 1.6 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. Submit 1 copy of each manual, in final form, on material and finishes to the Architect for distribution. Provide one section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
  - 1. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- B. Architectural Products: Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
  - 1. Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
    - a. Manufacturer's catalog number.
    - b. Size.
    - c. Material composition.
    - d. Color.
    - e. Texture.
    - f. Reordering information for specially manufactured products.
  - 2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
  - 1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
    - a. Applicable standards.
    - b. Chemical composition.
    - c. Installation details.
    - d. Inspection procedures.
    - e. Maintenance information.
    - f. Repair procedures.

#### 1.7 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Submit 1 copy of each manual, in final form, on equipment and systems to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
  - 1. Refer to individual Specification Sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.

- B. Equipment and Systems: Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
1. Description: Provide a complete description of each unit and related component parts, including the following:
    - a. Equipment or system function.
    - b. Operating characteristics.
    - c. Limiting conditions.
    - d. Performance curves.
    - e. Engineering data and tests.
    - f. Complete nomenclature and number of replacement parts.
  2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
    - a. Printed operation and maintenance instructions.
    - b. Assembly drawings and diagrams required for maintenance.
    - c. List of items recommended to be stocked as spare parts.
  3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
    - a. Routine operations.
    - b. Troubleshooting guide.
    - c. Disassembly, repair, and reassembly.
    - d. Alignment, adjusting, and checking.
  4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
    - a. Startup procedures.
    - b. Equipment or system break-in.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Instructions on stopping.
    - f. Shutdown and emergency instructions.
    - g. Summer and winter operating instructions.
    - h. Required sequences for electric or electronic systems.
    - i. Special operating instructions.
  5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
  6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
  7. Coordination Drawings: Provide each Contractor's Coordination Drawings.
    - a. Provide as-installed, color-coded, piping diagrams, where required for identification.
  8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
  9. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:

- a. Electric service.
- b. Controls.
- c. Communication.

#### 1.8 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

- A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide instruction at mutually agreed upon times.
  1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
  2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01730

## SECTION 01732 – SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:

- 1. Demolition and removal of selected portions of a building or structure.
- 2. Repair procedures for selective demolition operations.

- B. Related Sections include the following:

- 1. Division 1 Section "Summary of Work" for use of the premises and phasing requirements.
- 2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary construction and environmental-protection measures for selective demolition operations.
- 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
- 4. Division 23 Sections for demolishing, cutting, patching, or relocating mechanical items.
- 5. Division 26 Sections for demolishing, cutting, patching, or relocating electrical items.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
  - 1. Coordinate with Owner, who will establish special procedures for removal and salvage.

## 1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Locations of temporary partitions and means of egress.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## 1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

## 1.7 PROJECT CONDITIONS

- A. Maintain access to existing walkways, roads, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct walkways, roads, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials:
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. Replacement materials to be pre-approved by Architect.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.

- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. Provide at least five (5) days notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
  - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- D. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Pest Control: Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.



- C. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - 3. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Temporary Facilities: Should it be necessary provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- F. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
  - 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  4. Maintain adequate ventilation when using cutting torches.
  5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  8. Dispose of demolished items and materials promptly.
  9. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with Owner's requirements for using and protecting walkways, building entries, and other building facilities during selective demolition operations.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."
- C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and adhesives. Prep existing concrete slab as required to achieve uniform surface and appearance.
1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.

3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.

### 3.8 EQUIPMENT AND MATERIALS to be salvaged, protected, and returned to Owner.

A. Salvaged items shall be photographed before removal, preserved in current condition before removal, and protected during removal and delivery to Owner.

END OF SECTION 01732

## SECTION 01740 – WARRANTIES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

- 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
  - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
  - 3. Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### 1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.4 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

C. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01740

## SECTION 01750 – CONTRACT CLOSEOUT

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section “Applications for Payment: for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 2 Section “Project Record Documents” for submitting Record Drawings, Record Specifications and Record Product Data.
  - 3. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 33.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings (as-built), maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final changeover of permanent locks and transmit keys directly to the Owner. (Recommended to request signed release form for all like items to be directly turned over to owner.) Advise the Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.
11. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01750

## SECTION 03300 – CAST-IN-PLACE CONCRETE

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

#### 1.3 SUBMITTALS

- A. General: In addition to the following, comply with submittal requirements in ACI 301.
- B. Product Data: For each type of manufactured material and product indicated.
- C. Design Mixes: For each concrete mix.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- D. Comply with ACI 301, "Specification for Structural Concrete", including the following, unless modified by the requirements of the Contract Documents.
  - 1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
  - 2. Formwork and form accessories.
  - 3. Steel reinforcement and supports.
  - 4. Concrete mixtures.
  - 5. Handling, placing, and constructing concrete.
  - 6. Lightweight concrete.
- E. Pre-Installation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings" needed by General Contractor.



## PART 2 – PRODUCTS

### 2.1 FORMWORK

- A. Furnish formwork and form accessories according to ACI 301.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 82, as drawn.
- C. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

### 2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or III. Only one brand of cement shall be used throughout project.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1-1/2-inch nominal size, class designation 2M.
- C. Lightweight Aggregate: ASTM C 330.
- D. Water: Potable and complying with ASTM C 94.
- E. Reinforcement: Please refer to Structural Drawings.

### 2.4 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain no more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

### 2.5 RELATED MATERIALS

- A. Vapor Retarder: Multi-ply reinforced polyethylene sheet, ASTM E 1745, Class C, not less than 10 mils thick; or polyethylene sheet, ASTM D 4397, not less than 10 mils thick by a company that manufactures vapor retarders/barriers, I.E.: Reef Industries, Stego Industries, Viper, Barrier Bac VB250 11 mil, by Intoplast Group LTD or approved equivalent.

- B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No. 4 sieve and 10 to 30 percent passing a No. 100 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.
- C. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

## 2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.7 CONCRETE MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Compressive Strength (28 Days): As noted on drawings
  - 2. Slump: 4 inches. Without plasticizer.
    - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches after adding admixture to plant- or site-verified, 2- to 3-inch slump.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.
  - 1. Air content of trowel-finished interior concrete floors shall not exceed 3.0 percent.
- D. Reinforcement: Please refer to Structural Drawings.

## 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with ASTM C 94, and furnish batch ticket information

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
  1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
  2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

### PART 3 – EXECUTION

#### 3.1 FORMWORK

- A. Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

#### 3.2 VAPOR RETARDER

- A. Install, protect, and repair vapor-retarder sheets according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
- B. Lap joints 6 inches and seal with manufacturers recommended tape.
  1. Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 3/4 inch.

#### 3.3 STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

#### 3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.
  1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
- C. Contraction (Control) Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, or 1" whichever is greater, as follows:

1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

### 3.5 CONCRETE PLACEMENT

- A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- B. Do not add water to concrete during delivery, at Project site, or during placement.
- C. Consolidate concrete with mechanical vibrating equipment.

### 3.6 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.
  1. Do not further disturb surfaces before starting finishing operations.
- F. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set methods. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.

### 3.7 TOLERANCES

- A. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials".
- B. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot-long straightedge, resting on two high spots and placed anywhere on the surface does not exceed the following:
  1. **1/8 inch.**

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

- D. Curing Methods: Cure formed and unformed concrete for at least seven days by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. Perform tests according to ACI 301.
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.

### 3.10 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 03300

## SECTION 05400 – COLD-FORMED METAL FRAMING

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 9 Section 09255 "Gypsum Board Assemblies" for gypsum board and nonload-bearing metal-stud framing and ceiling-suspension assemblies.

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of cold-formed metal framing, accessory, and product specified.
- C. Shop drawings showing layout, spacings, sizes, thicknesses, and types of cold-formed metal framing, fabrication, fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachments to other units of Work.
  - 1. For cold-formed metal framing indicated to comply with certain design loadings, include structural analysis data sealed and signed by the qualified professional engineer who was responsible for its preparation.
- D. Mill certificates signed by manufacturers of cold-formed metal framing certifying that their products comply with requirements, including uncoated steel thickness, yield strength, tensile strength, total elongation, and galvanized-coating thickness.
  - 1. In lieu of mill certificates, submit test reports from a qualified independent testing agency evidencing compliance with requirements.
- E. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the "Quality Assurance" Article.
- F. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- G. Product test reports from a qualified independent testing agency evidencing compliance with requirements of the following based on comprehensive testing:
  - 1. Expansion Anchors.
  - 2. Powder-Actuated Anchors.
  - 3. Mechanical Fasteners.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed cold-formed metal framing similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Architect's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.
- C. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel" and AWS D1.3 "Structural Welding Code--Sheet Steel".
  - 1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
- D. Fire-Test-Response Characteristics: Where fire-resistance-rated assemblies are indicated, provide cold-formed metal framing identical to that tested as part of an assembly for fire resistance per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Fire-Resistance Ratings: As indicated by design designations listed in UL "Fire Resistance Directory," or by Warnock Hersey or another testing and inspecting agency acceptable to authorities having jurisdiction.
- E. Professional Engineer Qualifications: A professional engineer legally authorized to practice in the jurisdiction where Project is located and experienced in providing engineering services of the kind indicated that have resulted in the installation of cold-formed metal framing similar to this Project in material, design, and extent and that have a record of successful in-service performance.
- F. Pre-Installation Conference: Conduct conference at Project site to comply with requirements of Division 1 as needed by general contractor.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated in the Work include, but are not limited to, the following:
  - 1. Alabama Metal Industries Corp.
  - 2. American Studco, Inc.

3. Clark-Cincinnati, Inc.
4. Consolidated Fabricators Corp.
5. Incor Plant Dale Industries.
6. Knorr Steel Framing Systems.
7. Super Stud Building Products, Inc.
8. United States Steel.

## 2.2 MATERIALS

- A. Galvanized-Steel Sheet: ASTM A 446 zinc coated according to ASTM A 525 and as follows:
  1. Coating Designation: G 90 (Z 275).
  2. Grade: Grade A, 33,000-psi minimum yield strength, 20 percent elongation.
- B. Prime-Painted Steel Sheet: ASTM A 570 or ASTM A 611, cleaned, pretreated, and primed with manufacturer's baked-on, lead- and chromate-free, rust-inhibitive primer conforming to the performance requirements of FS TT-P-664.
  1. Grade: Grade 33 or Grade C, 33,000-psi minimum yield strength.

## 2.3 WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs of web depths indicated, with lipped flanges, and complying with the following:
  1. Design Uncoated-Steel Thickness and Flange width as indicated on drawings.
  2. Web: Punched.
- B. Steel Track: Manufacturer's standard U-shaped steel track, unpunched, of web depths indicated, with straight flanges, and complying with the following:
  1. Design Uncoated-Steel Thickness: Matching steel studs, or as indicated on drawings.
  2. Flange Width: Manufacturers standard deep flange where indicated, standard flange elsewhere.

## 2.5 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories of the same material and finish used for framing members, with a minimum yield strength of 33,000 psi.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
  1. Supplementary Framing.
  2. Bracing, Bridging, and Solid Blocking.
  4. Gusset Plates.
  5. Deflection Track and Vertical Slide Clips.
  6. Stud Kickers and Girts.
  7. Joist Hangers and End Closures.
  8. Reinforcement Plates.

## 2.6 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36, zinc coated by the hot-dip process according to ASTM A 123.



- B. Cast-in-Place Anchor Bolts and Studs: ASTM A 307, Grade A; carbon-steel hex-head bolts and studs; carbon-steel nuts; and flat, unhardened-steel washers. Zinc coated by the hot-dip process according to ASTM A 153.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times the design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- D. Powder-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times the design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- E. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.
  - 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

## 2.7 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.
- B. Cement Grout: Portland Cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, Portland Cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and a 30-minute working time.
- D. Thermal Insulation: ASTM C 665, Type I, unfaced mineral-fiber blankets produced by combining glass or slag fibers with thermosetting resins.

## 2.8 GYPSUM SHEATHING

- A. Sheathing: Comply with requirements of Division 9 Section 09255 "Gypsum Board Assemblies".
- B. Gypsum Sheathing Board with Water-Resistant Core: Gypsum sheathing board consisting of noncombustible gypsum core incorporating a water-resistant material surfaced on face, back, and long edges with water-repellent paper bonded to the core. Comply with ASTM C 79 and requirements indicated below:
  - 1. Type: Regular.
  - 2. Type: Type X.
  - 3. Edge and End Configuration: V-Shaped, Tongue-and-Groove Long Edges; Square Ends.
  - 4. Edge and End Configuration: Square.
  - 5. Thickness: 1/2 Inch.
  - 6. Thickness: 5/8 Inch.
  - 7. See Drawings for Applicability and Locations of Above.
- C. Available Products: Subject to compliance with requirements, gypsum sheathing boards that may

be incorporated in the Work include, but are not limited to, the following:

1. Gypsum Sheathing Board with Water-Resistant Core, Regular Type:
    - a. Gyproc Gypsum Sheathing; Domtar Gypsum Co.
    - b. G-P Gypsum Sheathing; Georgia-Pacific Corp.
    - c. Gold Bond Jumbo Gypsum Sheathing; National Gypsum Co., Gold Bond Building Products Div.
    - d. Gold Bond Regular Gypsum Sheathing; National Gypsum Co., Gold Bond Building Products Div.
    - e. USG Gypsum Sheathing; United States Gypsum Co.
  2. Gypsum Sheathing Board with Water-Resistant Core, Type X:
    - a. Gyproc Fireguard Sheathing; Domtar Gypsum Co.
    - b. G-P Firestop Sheathing; Georgia-Pacific Corp.
    - c. Gold Bond Fire Shield Jumbo Sheathing; National Gypsum Co., Gold Bond Building Products Div.
    - d. USG Firecode Type X Gypsum Sheathing; United States Gypsum Co.
  3. Fiberock Sheathing Water-Resistant Core, Type X:
    - a. USG Fiberock, Aquatough, Type X
- D. Sheathing Fasteners: ASTM C 954, steel drill screws, Type S-12 fluted tip; a minimum of 1-1/4 inches long, with organic-polymer coating or other corrosion-protective coating.

## 2.9 TAPES AND SEALANT

- A. Sheathing Tape: Tape specifically designed and manufactured to seal joints in gypsum sheathing against water and air infiltration, formulated with an adhesive that permanently bonds to gypsum sheathing substrates, and as indicated below:
1. Linerless, polypropylene sheathing tape, 0.0027 inch thick, 2-1/2 inches wide, composed of oriented polypropylene backing coated with permanent acrylic adhesive formulated to adhere to gypsum sheathing surfaces.
  2. Polyethylene tape, 0.025 inch thick, 3 inches wide, composed of polyethylene backing coated with synthetic-rubber-based adhesive.
  3. Self-adhering, glass-fiber tape, 2 inches wide, 10-by-10 or 10-by-20 threads per inch, of type recommended by tape manufacturer to use with siliconized emulsion sealant in sealing joints and fasteners for gypsum sheathing, and with a history of successful in-service use.
  4. Available Products: Subject to compliance with requirements, sheathing tapes that may be incorporated in the Work include, but are not limited to, the following:
    - a. No. 8086 Contractor Sheathing Tape; 3M Construction Markets.
    - b. Perma-Tite Tape--PGM 207A; PermaGlass-Mesh, Inc.
    - c. POLYKEN 612 Seam Seal Tape; Polyken Technologies.
    - d. Quik-Tape; Quik-Tape, Inc.
- B. Silicone Emulsion Sealant: Product complying with ASTM C 834, compatible with sealant tape and gypsum sheathing, recommended by manufacturers of both sheathing and tape for use with glass-fiber sheathing tape and for covering exposed fasteners.

## 2.11 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.
  - 1. Fabricate framing assemblies in jig templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to cold-framed metal framing manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
  - 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to manufacturer's recommendations.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or distortion.
- C. Fabrication Tolerances: Fabricate assemblies to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8 inch.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements, including installation tolerances and other conditions affecting performance of cold-formed metal framing. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.3 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations, AISI's "Specification for the Design of Cold-Formed Steel Structural Members" and the requirements of this Section.
  - 1. Cut framing members by sawing or shearing; do not torch cut.
  - 2. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.

- a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - b. Locate mechanical fasteners and install according to cold-framed metal framing manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
3. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs to top and bottom track. Space studs as indicated by the drawings.
- C. Install framing members in one-piece lengths, unless splice connections are indicated for track or tension members.
- D. Provide temporary bracing and leave in place until framing is permanently stabilized.
- E. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- F. Install insulation in built-up exterior framing members, such as headers, sills, boxed joists, and double studs, inaccessible upon completion of framing work.
- G. Fasten reinforcement plate over web penetrations that exceed size of manufacturer's standard punched openings.
- H. Erection Tolerances: Install cold-formed metal framing to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet and as follows:
1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.7 GYPSUM SHEATHING INSTALLATION

- A. General: Install gypsum sheathing board according to manufacturer's instructions and GA-253 "Application of Gypsum Sheathing."
- B. Install tongue-and-groove gypsum sheathing horizontally with long edges at right angles to studs with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent board without forcing. Abut ends of boards over centers of studs and stagger end joints. Fasten gypsum sheathing board to framing with self-drilling, bugle-head screws, as follows:
- C. Install square end and edged sheathing vertically with long edges parallel to, and centered over, studs. Install solid blocking where end joints do not bear against framing sills or track. Fasten gypsum sheathing board to perimeter framing and to each stud with self-drilling, bugle-head screws, located a minimum of 3/8 inch from ends and edges of board units, as follows:
1. Space fasteners to comply with manufacturer's recommendations.
  2. Space fasteners not more than 8 inches apart around perimeter at edge and end supports and 8 inches apart at intermediate supports.
  3. Space fasteners not more than 4 inches apart around perimeter at edge and end supports and 8 inches apart at intermediate supports.

### 3.8 TAPE AND SEALANT APPLICATION

- A. Sheathing Tape: Apply sheathing tape to joints in sheathing; overlap tape by not less than the tape width at joint intersections.
  - 1. For polyethylene tape, apply primer, specified by tape manufacturer, to sheathing surfaces. In addition, apply polyethylene tape, 2 inches square, to completely cover each exposed fastener.
  - 2. For glass-fiber tape, apply approximately a 3/8-inch bead of siliconized emulsion sealant to tapes along joints and embed sealant into tapes along their entire surface with a trowel. In addition, apply sealant with a trowel to each exposed fastener so that fasteners are completely covered.

### 3.10 FIELD QUALITY CONTROL

- A. At Architect's direction, field and shop welds may be subject to inspection and testing.
- B. If required, contractor will retain testing agency which will report test results promptly and in writing to Contractor and Architect.
- C. Remove and replace Work that does not comply with specified requirements.
- D. Additional testing will be performed to determine compliance of corrected Work with specified requirements.

### 3.11 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanizing repair paint according to ASTM A 780 and the manufacturer's instructions.
- B. Touchup Painting: Wire brush, clean, and paint scarred areas, welds, and rust spots on fabricated and installed prime-painted, cold-formed metal framing.
  - 1. Touchup painted surfaces with same type of shop paint used on adjacent surfaces.
- C. Protect gypsum sheathing that will be exposed to weather for more than one month as follows:
  - 1. Protect cutouts, corners, and joints in the sheathing by filling with a flexible sealant or by applying tape recommended by sheathing manufacturer at the time sheathing is applied.
- D. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer to ensure that cold-formed metal framing is without damage or deterioration at the time of Substantial Completion.

END OF SECTION 05400

## SECTION 08114 – CUSTOM STEEL FRAMES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes custom-fabricated, commercial-quality steel frames for doors and related openings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 8 Section 08211 "Flush Wood Doors" for hollow-core and solid-core wood doors installed in steel frames.
  - 2. Division 9 Section 09255 "Gypsum Board Assemblies" for spot grouting frames in gypsum board partitions.
  - 3. Division 9 Section 09900 "Painting" for field painting primed doors and frames.

#### 1.3 DEFINITIONS

- A. Metal Thickness: Sheet metal thicknesses given in inch-pound dimensions are nominal thicknesses and subject to tolerances as defined in the ASTM standards listed for the following materials:
  - 1. Steel Sheet: ASTM A 568 (ASTM A 568M).
  - 2. Galvanized Steel Sheet: ASTM A 525 (ASTM A 525M).(For exterior doors and frames).

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's specifications for fabrication and installation. Provide data substantiating that products comply with requirements.
- C. Shop Drawings showing fabrication and installation of custom steel frames work. Include details of each frame type, conditions at openings, details of construction, location and installation requirements of frame anchorage, door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
- E. Oversize Construction Certification: For door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit certification of a testing agency acceptable to authorities having jurisdiction that each door and frame assembly has been constructed to conform to design, materials, and construction equivalent to requirements for labeled construction.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Engage a firm experienced in manufacturing custom steel doors and frames similar to those indicated for this Project and that have a record of successful in-service

performance, as well as sufficient production capacity to produce required units without delaying the Work.

- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 needed by General Contractor.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver frames palleted, wrapped, or crated to provide protection during transit and job storage.
- B. Inspect frames on delivery for damage. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store frames at building site under cover. Place units on minimum 4-inch-high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to promote air circulation.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering steel frames that may be incorporated in the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide steel doors and frames by one of the following:
  - 1. Allied Steel Products, Inc.
  - 2. American Steel Products Corp.
  - 3. Ceco Corp. an Assa Abloy Group company.
  - 4. Kewanee Corp.
  - 5. Precision Metals, Inc.
  - 6. Steelcraft, a Division of Ingersoll-Rand.
  - 7. Curries, Inc. an Assa Abloy Group company.
  - 8. Palmetto Metal Products.

### 2.2 MATERIALS

- A. Cold-Rolled Steel Sheets: Commercial-quality, level, carbon steel, complying with ASTM A 366 (ASTM A 366M).
- B. Galvanized Steel Sheets: Zinc-coated carbon-steel sheets of commercial quality, complying with ASTM A 526 (ASTM A 526M) and ASTM A 525 with A 60 or G 60 (ASTM A 525M with Z 180 or ZF 180) coating designation, mill phosphatized.
- C. Supports and Anchors: Fabricated from not less than 0.06-inch-thick steel sheet. After fabricating, galvanize units to be built into exterior walls, complying with ASTM A 153, Class B.
- D. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize complying with ASTM A 153, Class C or D as applicable.

## 2.5 STEEL FRAMES

- A. Fabricate frames of full-welded unit construction, with corners mitered, reinforced, and continuously welded full depth and width of frame. Knock-down frames are not acceptable.
1. For exterior use, form frames from galvanized steel sheets not less than 16 guage fully welded.
  2. For interior use, form frames from either cold- or hot-rolled steel sheet of the following minimum thicknesses:
    - a. Openings up to and Including 48 Inches Wide: 0.0598 inch.
    - b. Openings over 48 Inches wide: 16 guage fully welded.
- B. Hardware Reinforcement: Minimum thickness of steel reinforcing plates for the following hardware:
1. Hinges and Pivots: 0.1793 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
  2. Strikes, Flush Bolts, and Closers: 0.1046 inch.
  3. Surface-Mounted Hold-Open Arms and Panic Devices: 0.1046 inch.
- C. Mullions and Transom Bars: Provide closed or tubular mullions and transom bars where indicated. Fasten mullions and transom bars at crossings and to jambs by butt welding. Reinforce joints between frame members with concealed clip angles or sleeves of same metal and thickness as frame.
1. Provide false head member to receive lower ceiling where frames extend to finish ceilings of different heights.
- D. Head Reinforcing: Where installed in masonry, leave vertical mullions in frames open at top for grouting.
- E. Jamb Anchors: Furnish jamb anchors as required to secure frames to adjacent construction, formed of not less than 0.0516-inch-thick galvanized steel.
1. Masonry Construction: Adjustable, flat, corrugated, or perforated, T-shaped to suit frame size, with leg not less than 2 inches wide by 10 inches long. Furnish at least 3 anchors per jamb up to 90 inches in height, 4 anchors up to 96 inches in jamb height, and 1 additional anchor for each 24 inches or fraction thereof over 96 inches in height.
  2. Metal-Stud Partitions: Insert type with notched clip to engage metal stud, welded to back of frames. Provide at least 4 anchors for each jamb for frames up to 90 in height, 5 anchors up to 96 inches in jamb height, and 1 additional anchor for each 24 or fraction thereof over 96 inches in height.
- F. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, formed of not less than 0.0747-inch-thick galvanized steel sheet, as follows:
1. Monolithic Concrete Slabs: Clip-type anchors, with 2 holes to receive fasteners, welded to bottom of jambs and mullions.
  2. Separate Topping Concrete Slabs: Adjustable type with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.
- G. Head Anchors: For frames more than 42 inches wide mounted in steel-stud walls, provide 2 head anchors.



- H. Head Strut Supports: Provide 3/8-by-2-inch vertical steel struts extending from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.
- I. Structural Reinforcing Members: Provide as part of frame assembly, where indicated at mullions, transoms, or other locations that are to be built into frame.
- J. Head Reinforcing: For frames over 48 inches wide in masonry wall openings, provide continuous steel channel or angle stiffener, not less than 0.1046 inch thick for full width of opening, welded to back of frame at head.
- K. Spreader Bars: Provide removable spreader bar across bottom of frames, tack welded to jambs and mullions.
- L. Rubber Door Silencers: Except on weatherstripped doors, drill stop in strike jamb to receive 3 silencers on single-door frames and drill head jamb stop to receive 4 silencers on double-door frames. Install plastic plugs to keep holes clear during construction.
- M. Plaster Guards: Provide 0.0179-inch-thick steel plaster guards or dust-cover boxes, welded to frame, at back of hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.
- N. Frame Turn Backs: Provide extended "turned back flanges" for frames as indicated on the drawings.
- O. Removable Mullions: Provide removable mullions (one side blind) for pairs on doors as indicated. Mullions to meet NFPD 80 and fasten securely at both door head and floor with manufacturer's standard system for removable mullions.

## 2.8 FABRICATION

- A. Fabricate frames rigid, neat in appearance, and free from defects, warp, or buckle. Accurately form metal to required sizes and profiles. Where practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at the Project site. Weld exposed joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
- B. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- C. Hardware Preparation: Prepare frames to receive hardware, including cutouts, reinforcing, mortising, drilling, and tapping according to final hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 Series specifications for door and frame preparation for hardware.
  - 1. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
  - 2. Locate hardware as indicated or, if not indicated, according to the Hollow Metal Manufacturers Association's HMMA 830, "Hardware Preparation and Locations for Hollow Metal Doors and Frames".

## 2.9 FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual" for recommendations relative to applying and designating finishes.
- B. Shop Painting: Clean, treat, and paint exposed surfaces of steel frames, including galvanized surfaces, but excluding stainless-steel surfaces.
  - 1. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before applying paint.
  - 2. Apply pretreatment to cleaned metal surfaces; use cold phosphate solution (SSPC-PT 2), hot phosphate solution (SSPC-PT 4), or basic zinc chromate-vinyl butyral wash primer (SSPC-Paint 27).
  - 3. Apply shop coat of prime paint within time limits recommended by pretreatment manufacturer. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mils.
- C. Galvanized Steel Frames: Apply primers and finishes to frames after fabrication.
  - 1. Factory Priming for Field-Painted Finish: Where field painting after installation is indicated, apply baked-on or air-dried primer immediately after cleaning and pretreatment.
- D. Steel Frames: Apply primers and finishes to frames after fabrication.
  - 1. Surface Preparation: Solvent-clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel to comply with SSPC-SP 5 (White Metal Blast Cleaning) or SSPC-SP 8 (Pickling).
  - 2. Pretreatment: Immediately after surface preparation, apply a conversion coating of type suited for top coating to be applied.
  - 3. Factory Priming for Field-Painted Finish: Apply shop primer that complies with ANSI A224.1 acceptance criteria, is compatible with finish paint systems indicated, and has capability to provide a sound foundation for field-applied topcoats. Apply primer immediately after surface preparation and pretreatment.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Frames: Install custom steel frames of size and profile as indicated.
  - 1. Install frames and accessories according to manufacturer's installation instructions and as specified.
  - 2. Setting Masonry Anchorage Devices: Provide masonry anchorage devices where required for securing frames to in-place concrete or masonry construction.
    - a. Set anchorage devices opposite each anchor location, according to details on Shop Drawings and anchorage device manufacturer's instructions. Leave drilled holes rough, not reamed, and free from dust and debris.
  - 3. Floor anchors may be set with powder-actuated fasteners instead of masonry anchorage devices and machine screws, if so indicated on Shop Drawings.

4. Placing Frames: Set frames accurately in position, plumb, align, and brace securely until permanent anchors are set. After wall construction is complete, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
  - a. At fire-rated openings, place frames according to NFPA 80.
  - b. Field splice only at approved locations. Weld, grind, and finish as required to conceal evidence of splicing on exposed faces.
  - c. Remove spreader bars only after frames or bucks have been properly set and secured.

### 3.2 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames that are warped, bowed, or otherwise unacceptable.
- B. Prime Coat Touchup: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- C. Damage or rusted areas on frame finish during construction shall be sanded.
- D. Bent or crimped frames as a result of damages due to construction work shall be replaced, primed and finished at Contractor's expense.

END OF SECTION 08114

## SECTION 08211 – FLUSH WOOD DOORS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:

- 1. Solid-Core Doors with Wood-Veneer Faces.
- 2. Factory Fitting Flush Wood Doors to Frames and Factory Machining for Hardware.
- 3. Factory Finishing of Doors.

- B. Related Sections include the following:

- 1. Division 8 Section 08114 “Custom Steel Doors and Frames”
- 2. Division 8 Section 08710 “Finish Hardware”

- C. References: (USE MOST CURRENT, ADOPTED EDITION)

- 1. American National Standards Institute (ANSI)
  - a. A115-W – 1995, WOOD DOOR HARDWARE STANDARDS Hardware Preparations.
  - b. A117.1 – 2017, Accessible and Usable Buildings and Facilities.
- 2. American Society for Testing and Materials (ASTM)
  - a. ASTM E 119-00a, Standard Test Methods for Fire Tests of Building Construction and Materials.
- 3. Door and Hardware Institute (DHI)
  - a. Locations for Architectural Hardware for Standard Steel Doors and Frames.
  - b. Sequence and Format for the Hardware Schedule.
  - c. Hardware for Labeled Fire Doors.
  - d. Hardware for Health Care Facilities.
  - e. Abbreviations and Symbols.
- 4. HPVA – Hardwood and Plywood Veneer Association.
- 5. International Building Code (IBC).
- 6. National Electrical Manufacturers Association (NEMA).
- 7. National Fire Protection Association (NFPA).
- 8. NFPA-80 Standard for Fire Doors and Windows.
  - a. NFPA-80A Recommended Practice for Protection of Buildings from Exterior Fire Exposures.
  - b. NFPA-101 Life Safety Code.
  - c. NFPA-101A Guide on Alternative Approaches to Life Safety.

- d. NFPA-101B Code for Means of Egress for Buildings and Structures.
  - e. NFPA-105 Recommended Practice for the Installation of Smoke-Control Door Assemblies.
  - f. NFPA-252 Standard Methods of Fire Tests of Door Assemblies.
9. Steel Door Institute (SDI)
- a. SDI-105-98 Recommended Erection Instructions for Steel Frames.
  - b. SDI-117-93 Manufacturing Tolerances for Standard Steel Doors and Frames.
  - c. SDI-122-99 Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
  - d. SDI-124-98 Maintenance of Standard Steel Doors and Frames.
10. Underwriters Laboratories (UL)
- a. UL 10C/UBC7-2-97 Fire Tests of Door Assemblies Positive Pressure
  - b. UL 1784-90 Air Leakage Tests of Door Assemblies
  - c. Door Assemblies Air Leakage Test (1784-90)
11. International Building Code (IBC), latest edition:
- a. NFPA 252 - 17, Fire Test of Door Assemblies.
12. AWI Quality Standard: (AWI)
- a. Architectural Woodwork Quality Standards for grade of door, core, construction, finish, and other requirements.
- 1.3 SUBMITTALS
- A. General Requirements:
- 1. Scope of work is to provide flush wood doors in compliance with the approved shop drawings, approved finish hardware schedule and approved door and frame schedule.
  - 2. Wood doors to meet positive pressure Category A or B requirements (as required by specification).
- B. Product Data: For each type of door. Include details of core and edge construction, trim for openings, and louvers.
- C. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
- 1. Indicate Dimensions and Locations of Mortises and Holes for Hardware.
  - 2. Indicate Dimensions and Locations of Cutouts.
  - 3. Indicate Requirements for Veneer Matching.
  - 4. Indicate Fire Ratings for Fire Doors.
- D. Samples for Verification: As follows:
- 1. Submit samples of wood veneer and factory finishing in accordance with AWI Quality Standards.
  - 2. Submit 12" x 12" corner sample of each different type of door, .i.e. PC, SCL, FD1.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors through one source from a single manufacturer.
- B. AWI\_for grade of door, core, construction, finish, and other requirements.
- C. Certification of Label Construction:
  - 1. Warnock Hersey, Inc (WH).
  - 2. Underwriters Laboratories, Inc. (UL).
- D. Pre-Installation Conference: Schedule and convene a pre-installation conference just prior to commencement of field operations, to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Contractor shall notify Architect of conference date, time, and location and also verify receipt of approved shop drawings by installer prior to conference. Conference shall include the following attendees: GC's Project Manager and Site Superintendent, Installer's Field Superintendent, manufacturer's representative, and any other parties involved with preparation and installation of material and all accessories.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect doors during transit, storage, and handling to prevent damage, soiling, and deterioration. Comply with requirements of referenced standard and manufacturer's written instructions.
  - 1. Individually package doors in plastic bags or cardboard cartons.
  - 2. Storage area for wood doors is to be in a dried, conditioned and secure area with controlled and stabilized humidity conditions per manufacturers recommendations.
- B. Marking and Packaging:
  - 1. Mark each door with individual opening numbers used on Shop Drawings. Use removable tags or concealed markings.
  - 2. Prefinished Doors to have 5 mil peel applied to both sides.
- C. Delivery: Coordinate delivery with Installer not less than 3 weeks prior to delivery.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized and will be maintained in storage and installation areas during the remainder of the construction period to comply with requirements of the referenced quality standard for Project's geographical location.

#### 1.7 WARRANTY

- A. General Warranty: Door manufacturer's warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement on door manufacturer's standard form, signed by manufacturer, Installer, and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup, or twist) more than 1/4 inch in a 42-by-84- section or that show telegraphing

of core construction in face veneers exceeding 0.01 inch in a 3-inch span, or do not comply with tolerances in referenced quality standard.

1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
2. Warranty shall be in effect during the following period of time after the date of Substantial Completion:
  - a. Solid-Core Interior Doors: Life of Installation.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Flush Wood Doors:
    - a. Algoma Hardwoods, Inc.
    - b. Eggers Industries; Architectural Door Division.
    - c. Lambton.
    - d. Or Approved Equivalent per Section 01632.

### 2.2 DOOR CONSTRUCTION, GENERAL

- A. Factory Finished Doors with Transparent Finish: Comply with AWI Division 1500-S-4 Finish System Standards and with the following requirements:
  1. Grade: Custom (Grade A faces).
  2. Faces: Plain Sliced, Birch Veneer With Factory UV Finish
  3. Face Assembly: Book Match

### 2.3 MATERIALS

- A. Door Construction:
  1. Non-Fire\_Rated Doors: Thickness: 1-3/4 inches , interior flush wood, bonded, solid core conforming to AWI Custom Grade requirements and the following;
    - a. Core: Solid Wood Core (WC) wood stave lumber conforming to AWI Custom Grade requirements.
    - b. Door construction shall conform to AWI Custom Grade requirements.
    - c. Stiles: Hardwood to match face veneer over 5-ply solid core with bonded and sanded core glued using type one adhesive.
    - d. Rails: Mill option hardwood or SCL. Top and bottom: minimum of 1 1/8" inches.
    - e. Facing: Wood veneer as specified.
- B. Adhesives
  1. Adhesives: Face to core adhesives shall be Type I as appropriate for location in building. Adhesives must be classified Type I.

## 2.5 FACTORY FINISHING

- A. Doors for Transparent Finish: Shop seal faces and edge of doors, including cutouts, with stain (if required), other required pretreatments, and first coat of finish as specified in this Section.
- B. General: Comply with AWI's "Architectural Woodwork Quality Standards Illustrated" for factory finishing.
- C. Finish Doors at Factory.
- D. Transparent Finish:
  - 1. Grade: Custom.
  - 2. Finish: Manufacturer's standard finish with performance comparable to AWI System TR-6 catalyzed polyurethane.
  - 3. Staining: As selected by Architect from manufacturer's full range.
  - 4. Effect: Semifilled finish.
  - 5. Sheen: Semi-Gloss.

## 2.6 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels, unless otherwise indicated:
  - 1. Comply with clearance requirements of AWI Custom Grade requirements for fitting.
  - 2. Comply with requirements of NFPA 80 for fire-rated doors.
- B. Fabricate wood doors in accordance with requirements of AWI Quality Standards.
- C. Fabricate fire rated doors in accordance with requirements of ITS – Warnock Hersey or Underwriters' Laboratories, with metal label on each door including UL-10C.
- D. Provide blocking for hardware per hardware manufacturers requirements for hardware to be installed without thru-bolts.
- E. Blocking: For mineral-core doors, provide composite blocking with improved screw-holding capability approved for use in doors of fire ratings indicated and as follows:
  - 1. 5-Inch Top-Rail Blocking.
  - 2. 5-Inch Bottom-Rail Blocking.
  - 3. 6-by-10-Inch Lock Blocks.
  - 4. 5-Inch Midrail Blocking.
- F. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.
  - 1. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.
  - 2. Metal Astragals: Premachine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- G. Bevel lock and hinge edges of single acting doors 3 degrees or 1/8 inch in 2 inches. Radius strike edge of double acting swing doors as required by pivot hinge manufacturer.



- H. Prepare doors to receive hardware. Refer to Section 08710 - Hardware and NFPA 80 for hardware requirements including UL-10C.
  - 1. Prefit and bevel to net opening size less approximately 1/4 inch in width on single swing doors 3/16" inch in width for paired doors. Provide 1/4 inch clearance above finished floor, unless otherwise indicated on drawings. Provide 1/8 inch clearance at top of door.
  - 2. Slightly ease vertical edges.
- J. Provide doors with minimum 1/4 inch thick edge strips, of wood species to match face veneers except as required for fire rating.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine installed door frames before hanging doors.
  - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Hardware: Provide each door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
8	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
2	EA	MANUAL FLUSH BOLT	FB458	626	IVE
1	EA	DUSTPROOF STRIKE	DP2	626	IVE
1	EA	STOREROOM LOCK	L9080T <b>17A</b>	626	SCH
1	EA	SFIC EVEREST CORE	23-030 <b>EV29 T</b>	626	SCH
2	EA	WALL STOP	WS406/407CCV	630	IVE
2	EA	SILENCER	SR64	GRY	IVE

- B. Manufacturer's Written Instructions: Install wood doors to comply with manufacturer's written instructions, referenced quality standard, and as indicated.
  - 1. Install per all applicable codes and requirements.
- C. Ensure that smoke gaskets are in-place before prefinished door installation.
- D. Protect the work of other trades damage from the installation of doors and frames.

#### 3.4 ADJUSTING AND PROTECTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.

- B. Finished Doors: Refinish to meet Owner's approval or replace doors damaged during installation.
- C. Protect doors as recommended by door manufacturer to ensure that wood doors are without damage or deterioration at the time of Substantial Completion.

END OF SECTION 08211

## SECTION 09255 – GYPSUM BOARD ASSEMBLIES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Gypsum board assemblies attached to metal framing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 5: Section 05400 – COLD-FORMED METAL FRAMING

#### 1.3 DEFINITIONS

- A. Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA-505 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

#### 1.4 ASSEMBLY PERFORMANCE REQUIREMENTS

- A. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and construction identical to those of assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency. See drawings for locations, if any, of assemblies requiring STC ratings.

#### 1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified.

#### 1.6 QUALITY ASSURANCE

- A. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer.
- B. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.

## 1.8 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 requirements or gypsum board manufacturer's recommendations, whichever are more stringent.
- B. Room Temperatures: For nonadhesive attachment of gypsum board to framing, maintain not less than 40 deg F. For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F for 48 hours before application and continuously after until dry. Do not exceed 95 deg F when using temporary heat sources.
- C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
  - 1. Steel Framing and Furring:
    - a. Clark Steel Framing Systems.
    - b. Consolidated Systems, Inc.
    - c. Dale Industries, Inc. – Dale/Incor.
    - d. National Gypsum Company.
  - 3. Gypsum Board and Related Products:
    - a. Domtar Gypsum.
    - b. Georgia-Pacific Corp.
    - c. National Gypsum Co.; Gold Bond Building Products Division.
    - d. United States Gypsum Co.

### 2.3 STEEL PARTITION AND SOFFIT FRAMING

- A. Components, General: As follows:
  - 1. Comply with ASTM C 754 for conditions indicated.
  - 2. Steel Sheet Components: Complying with c645 requirements for metal and with ASTM A653/A653M, G40 (Z120), hot-dip galvanized zinc coating.
- B. Steel Studs and Runners: ASTM C 645.
  - 1. Minimum Base Metal thickness: 0.027 inch.
  - 2. Depth: 3-5/8 inches.
- C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length width indicated.
  - 1. Minimum Base Metal Thickness: 0.027 inch.
- D. Cold-Rolled Channel Bridging: 0.0538-inch bare steel thickness, with minimum ½-inch wide flange.

1. Depth: 1-1/2 inches.
2. Clip Angle: 1-1/2 by 1-1/2 inch, 0.068-inch thick, galvanized steel.

H. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten members to substrates.

## 2.4 GYPSUM BOARD PRODUCTS

A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.

1. Widths: Provide gypsum board in widths of 48 inches.

B. Gypsum Wallboard: ASTM C 36 and as follows:

1. Type: Regular for vertical surfaces, unless otherwise indicated.
2. Edges: Tapered.
3. Thickness: 5/8 inch

## 2.5 TRIM ACCESSORIES

A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:

1. Material: Formed metal or plastic, with metal complying with the following requirement:
  - a. Steel sheet zinc coated by hot-dip process or rolled zinc.
2. Shapes indicated below by reference to Fig. 1 designations in ASTM C 1047:
  - a. Cornerbead on outside corners, unless otherwise indicated.
  - b. LC-bead with both face and back flanges; face flange formed to receive joint compound. Use LC-beads for edge trim, unless otherwise indicated.
  - c. L-bead with face flange only; face flange formed to receive joint compound. Use L-bead where indicated.
  - d. U-bead with face and back flanges; face flange formed to be left without application of joint compound. Use U-bead where indicated.
  - e. One-piece control joint formed with V-shaped slot and removable strip covering slot opening.

## 2.6 JOINT TREATMENT MATERIALS

A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.

B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.

C. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.

1. Ready-Mixed Formulation: Factory-mixed product.
  - a. Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.

- b. Topping compound formulated for fill (second) and finish (third) coats.
  - c. All-purpose compound formulated for both taping and topping compounds.
2. Job-Mixed Formulation: Powder product for mixing with water at Project site.
- a. Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
  - b. Topping compound formulated for fill (second) and finish (third) coats.
  - c. All-purpose compound formulated for both taping and topping compounds.

## 2.7 ACOUSTICAL SEALANT

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and the following requirements:
- 1. Product is effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- B. Acoustical Sealant for Concealed Joints: Manufacturer's standard nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce transmission of airborne sound.
- C. Products: Subject to compliance with requirements, provide one of the following:
- 1. Acoustical Sealant for Exposed and Concealed Joints:
    - a. PL Acoustical Sealant; ChemRex, Inc.; Contech Brands.
    - b. AC-20 FTR Acoustical and Insulation Sealant; Pecora Corp.
    - c. SHEETROCK Acoustical Sealant; United States Gypsum Co.
  - 2. Acoustical Sealant for Concealed Joints:
    - a. BA-98; Pecora Corp.
    - b. Tremco Acoustical Sealant; Tremco, Inc.

## 2.8 MISCELLANEOUS MATERIALS

- A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
- B. Laminating Adhesive: Special adhesive or joint compound recommended for laminating gypsum panels.
- C. Spot Grout: ASTM C 475, setting-type joint compound recommended for spot-grouting hollow metal door frames.
- D. Fastening Adhesive for Wood: ASTM C 557.
- E. Fastening Adhesive for Metal: Special adhesive recommended for laminating gypsum panels to steel framing.
- F. Steel drill screws complying with ASTM C 1002 for the following applications:

1. Fastening gypsum board to steel members less than 0.033 inch thick.
  2. Fastening gypsum board to wood members.
  3. Fastening gypsum board to gypsum board.
- G. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.
- H. Sound-Attenuation Blankets: Unfaced mineral-fiber blanket insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type I (blankets without membrane facing).
1. Mineral-Fiber Type: Fibers manufactured from glass, slag wool, or rock wool.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.3 INSTALLING STEEL FRAMING, GENERAL

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer or, if none available, with United States Gypsum Co.'s "Gypsum Construction Handbook".
- C. Do not bridge building control and expansion joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members as indicated.

### 3.5 INSTALLING STEEL PARTITION AND SOFFIT FRAMING

- A. Install tracks (runners) at floors, ceilings, and structural walls and columns where gypsum board assemblies abut other construction.
1. Where studs are installed directly against exterior walls, install foam gasket isolation strip between studs and wall.
- B. Installation Tolerance: Install each steel framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by the faces of adjacent framing.
- C. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate directly above suspended ceilings. Continue framing over frames for doors and openings and frames around ducts penetrating partitions above ceiling to provide support for gypsum board.

1. Cut studs 1/2 inch short of full height to provide perimeter relief.
2. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs to top and bottom track. Space studs as indicated by the drawings and this section.
3. For fire-resistance-rated and STC-rated partitions that extend to the underside of floor/roof slabs and decks or other continuous solid-structure surfaces to obtain ratings, install framing around structural and other members extending below floor/ceiling slabs and decks, as needed to support gypsum board closures and to make partitions continuous from floor to underside of solid structure.

D. Install Steel Studs at the Following Spacings:

1. Single-Layer Construction: 16 inches o.c., unless otherwise indicated.

E. Install steel studs so flanges point in the same direction and leading edge or end of each panel can be attached to open (unsupported) edges of stud flanges first.

3.6 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install sound-attenuation blankets, where indicated, prior to installing gypsum panels unless blankets are readily installed after panels have been installed on one side.
- D. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- E. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Avoid joints other than control joints at corners of framed openings where possible.
- F. Attach gypsum panels to framing provided at openings and cutouts.
- F. Spot grout hollow metal door frames for solid-core wood doors, hollow metal doors, and doors over 32 inches wide. Apply spot grout at each jamb anchor clip and immediately insert gypsum panels into frames.
- G. Form control and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
- I. Isolate perimeter of nonload-bearing gypsum board partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- J. Where STC-rated gypsum board assemblies are indicated, seal construction at perimeters, behind control and expansion joints, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.



- K. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.

- 1. Space screws a maximum of 12 inches o.c. for vertical applications.

### 3.7 GYPSUM BOARD APPLICATION METHODS

- A. Single-Layer Application: Install gypsum wallboard panels as follows:

- 1. On ceilings, apply gypsum panels prior to wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless parallel application is required for fire-resistance-rated assemblies. Use maximum-length panels to minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of board.

- E. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:

- 1. Fasten with Screws.

### 3.8 INSTALLING TRIM ACCESSORIES

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.

- B. Install cornerbead at external corners.

- C. Install edge trim where edge of gypsum panels would otherwise be exposed. Provide edge trim type with face flange formed to receive joint compound, except where other types are indicated.

- 1. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
  - 2. Install L-bead where edge trim can only be installed after gypsum panels are installed.
  - 3. Install U-bead where indicated.

- D. Install control joints according to ASTM C 840 and manufacturer's recommendations and in specific locations approved by Architect for visual effect.

### 3.9 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, flanges of cornerbead, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.

- B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.

- C. Apply joint tape over gypsum board joints and to flanges of trim accessories as recommended by trim accessory manufacturer.

- D. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214.

1. Level 1 for ceiling plenum areas above ceilings, concealed areas away from public view, and electrical / utility spaces, unless a higher level of finish is required for fire-resistance-rated assemblies and sound-rated assemblies.
2. Level 4 for gypsum board surfaces for all exposed painted surfaces.

E. Use the following joint compound combination as applicable to the finish levels specified:

1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound. Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.

G. Where Level 1 gypsum board finish is indicated, embed tape in joint compound.

### 3.11 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

### 3.12 DAMAGES

- A. Contractor shall be responsible for replacement of all sections of gypsum board (full sheets floor to ceiling) in the event of damage due to moisture. Also, batt insulation (if provided) behind areas of moisture damaged gypsum board areas shall be replaced entirely. Patching, repair or partial replacement of board sheets will not be accepted.

END OF SECTION 09255

## SECTION 09900 – PAINTING

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 WORK INCLUDED

- A. Furnish all labor and material necessary to complete painting and finishing indicated, specified or both.

#### 1.3 SURFACES TO BE PAINTED AND/OR FINISHED

- A. Except as otherwise specified, paint and/or finish all exposed surfaces of wood, plaster, metal, concrete masonry units, stucco, concrete, unfinished metals, structural steel, gypsum wallboard and cementitious fiber boards or other material as required to make a complete job.

#### 1.4 JOB REQUIREMENTS

- A. The contractor shall examine the specifications for the various other trades and shall thoroughly familiarize himself with all provisions regarding their painting; the shall understand that all surfaces that are left unfinished by the requirements of other specifications shall be painted under this section. The contractor shall understand that all work specified under this section shall be in addition to shop and mill coats, priming and field coats specified in other sections.
- B. The contractor shall do all touching up of shop coats and field coats of paint on structural steel and miscellaneous steel or iron as required and/or specified.
- C. Aluminum, stainless steel, copper, bronze, chrome plate, nickel, monel metal, lead, lead coated copper and other surfaces with factory finishes shall not be painted or finished, except as otherwise specified.
- D. Pursuant to the International Building Code, Section 703.7, the Contractor shall provide stenciling or signage for labeling of all fire/smoke partitions or barriers visible above any and all decorative finished ceilings and associated ceiling mounted accessories in concealed spaces on both sides of walls. Such identification shall: 1. Be located in accessible concealed floor, floor-ceiling or attic spaces; 2. Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet measured horizontally along the wall or partition; and 3. Include lettering 3 inches in height with a minimum 3/8" stroke in contrasting color incorporating the suggested wording, "FIRE AND/OR SMOKE BARRIER – PROTECT ALL OPENINGS" or other wording. Refer to drawings for identification and locations of rated partitions. Rated corridor partitions, smoke-stop partitions, horizontal exit partitions, exit enclosures, fire walls, etc., shall be effectively and permanently identified with signs or stenciling in a manner acceptable to the authority having jurisdiction. Also provide a straight and level, 3" wide continuous painted stripe on all identified walls in concealed spaces between notations.
- E. Contractor shall schedule and coordinate a "pre-installation" conference to review requirements of the contract documents prior to start of finishing work application. Receipt of all approved shop drawings and manufacturer's data submittals by the contractor shall be completed and available at the job site prior to the conference. Mandatory attendance shall be required of the "Acid Stain" floor

finish contractor and floor finish manufacturer's representative at the concrete floor slab "pre-installation" conference.

#### 1.5 ACCEPTANCE OF SURFACES

- A. The contractor shall be responsible for inspecting the work of others prior to the application of any paint or finishing materials. If any surface is not in the proper condition to receive the finishing materials specified in this section, he shall report such facts to the contractor in writing or assume the responsibility for results reasonably expected for the materials and processes specified.

#### 1.6 DELIVERY

- A. All materials shall be delivered to the building in manufacturer's sealed packages, with labels intact and seals unbroken.

#### 1.7 STORAGE

- A. The contractor shall be assigned a definite place for the storage of his equipment and the mixing of his materials and he shall have such place clean and in order at all times.

#### 1.8 COLORS

- A. All paint colors shall be as selected from a complete color chip catalog submitted by the general contractor and listed on color schedule, to be issued by the architect. Do not proceed without approved schedule. Each coat of paint shall be applied in varying shades, with the final coat matching approved color selection.

### PART 2 – PRODUCTS

#### 2.1 PAINT

- A. All paint and other finishing materials shall be by the following approved manufactures:
  - 1. Sherwin Williams
  - 2. Pittsburgh
  - 3. Devoe
  - 4. Pratt and Lambert
  - 5. Porter
  - 6. Rose Talbert
  - 7. Glidden
  - 8. or other standard brands as pre-approved by the architect per Section 01632.
- B. The manufacturer's name and the names of the products to be used in the project shall be submitted to the architect for approval prior to starting any painting work.
- C. Thinners, driers, and additives of types recommended by paint manufacturers.
- D. Shellac shall be fresh, pure, best grade dewaxed, white shellac, three pound cut.
- E. All materials utilized must be lead-free and shall comply with Section 401(b) of the Lead-Based Poisoning Prevention Act.

- F. All paints, coatings and accessory materials shall comply with Volative Organic Compound (VOC) regulations currently in effect at the project location.
- G. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
  - 1. Flat Paints, Coatings and Primers: VOC content of not more than 50 g/L.
  - 2. Nonflat Paints, Coatings and Primers: VOC content of not more than 150 g/L.
  - 3. Anti-Corrosive and Anti-Rust Paints applied to Ferrous Metals: VOC not more than 250 g/L.
  - 4. Floor Coatings: VOC not more than 100 g/L.
  - 5. Shellacs, Clear: VOC not more than 730 g/L.
  - 6. Shellacs, Pigmented: VOC not more than 550 g/L.
  - 7. Flat Topcoat Paints: VOC content of not more than 50 g/L.
  - 8. Nonflat Topcoat Paints: VOC not more than 150 g/L.
  - 9. Primers, Sealers and Undercoaters: VOC not more than 200 g/L.
  - 10. Dry-Fog Coatings: VOC not more than 400 g/L.
  - 11. Zinc-Rich Industrial Maintenance Primers: VOC not more than 340 g/L.
  - 12. Pre-Treatment Wash Primers: VOC not more than 420 g/L.
- H. See Painting Schedule at end of this section.

### PART 3 – EXECUTION

#### 3.1 PREPARATION FOR PAINTING

- A. Surfaces to be painted shall be clean, smooth, free from scratches and dust, thoroughly dry and well sanded before painting work is started.
- B. After the prime coat has been applied, nail holes shall be filled with putty colored to match the finish. Putty shall be brought flush with the surface of the woodwork.
- C. Knots, sap and pitch streaks in lumber that will be given a paint finish shall be brush coated with Shellac before the prime coat is applied.
- D. Before the final coat of paint is applied, surfaces shall be sanded.
- E. Concrete and masonry surfaces shall be cleaned, grouted, rubbed and pointed prior to painting.
- F. Metal surfaces shall be cleaned of rust, scale, dirt, oil and welding flux prior to painting.
- G. Woodwork to be clear and/or stain finished: Sand smooth and free of marks or discoloration; fill voids, nail holes after primer or first coat is dry, using a transparent filler compatible with finish required.

#### 3.2 SURFACE PREPARATION

- A. Block (Cinder and Concrete) Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75°F. The pH of the surface should be between 6 and 9, unless the products to be used are designed to be used in high pH environments such as Loxon. On tilt-up and poured-in-place concrete, commercial detergents and

abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a patching compound such as ConSeal.

- B. Drywall (Interior and Exterior): Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.
- C. Hand Tool Cleaning Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble residues, and salts by the methods outlined in SSPCSP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 2 (SSPC-SP2).
- D. Wood (Interior): All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating.

### 3.3 PROTECTION

- A. Fixtures and hardware shall be removed or protected during the painting operations.
- B. The contractor shall take particular care by use of clean drop cloths, masking and other suitable means, to protect adjoining surfaces, fixtures, and materials of all kinds, and shall be held responsible for and shall repair any damage resulting from the painting operations.

### 3.4 APPLICATION OF PAINT

- A. Paint shall be applied in the number of coats specified, which is minimum acceptable and at the square foot coverage as stated in the paint manufacturer's printed specifications. It is intended that paint so applied shall cover to the satisfaction of the architect or additional coats shall be applied at the contractor's expense until approval is obtained.
- B. Paint shall not be applied to surfaces that show a moisture content greater than 12% as determined by an electronic meter.
- C. Paint shall not be applied when the temperature falls below 45 degrees F. or in damp, rainy weather.
- D. Unless otherwise specified or approved, apply all coatings by brush; paint shall be evenly spread and well brushed. The finish coats shall be free from noticeable laps, brush marks, and streaks. (Spray or Roller Application may be approved for masonry, gypsum board and plaster after assurance of equal or better coverage can be attained).
- E. Allow each coat of paint to dry hard before applying succeeding coats.
- F. Carefully sand between coats to assure smoothness and adhesion of subsequent coats.
- G. Finish tops, bottom and edges of doors same as faces.
- H. Notify architect before applying final coats: Owner and/or architect shall have the right to change color shades before application of final coats.

### 3.5 BACKPAINTING

- A. All wood backs of cabinets and other wood to be placed against concrete or masonry (except pressure treated wood) shall be painted with a sealer coat of clear varnish or oil base prime coat before application.

### 3.6 DESTROYING WASTE

- A. At the end of each day, place in metal containers or destroy all cloths, waste materials, which have been used in preparation and application of flammable paint material. Take precautions to avoid fire by removing same from the building every night. Under no circumstances shall the contractor empty his waste in plumbing fixtures, drains, or clean-outs of the plumbing systems of the building.

### 3.7 TOUCHING UP AND CLEANING

- A. Upon completion, all touching-up as required shall be done and paint removed from all surfaces that are not specified to receive paint.

### 3.8 PAINTING SCHEDULE

- A. Following schedule is based on Sherwin-Williams products to establish a standard of quality. Surfaces shall be painted with the type paints and number of coats as hereinafter scheduled Architect will provide color schedule for final color selection.

## INTERIOR FINISHES

### Gypsum Walls

Primer: B28W08030 – PVA INT PRMR WHITE  
2 Coats: B20W12651 - ProMar® 200 Zero VOC Interior Latex Eg-Shel Extra  
White *Note: Color to be determined*

### Concrete Floors

2 Coats: First Coat – B67C02000 - ArmorSeal® 1000 HS Epoxy (Part A) Clear  
*Notes: prep includes mechanically remove by grinding all signs of glue.  
Product also available in solid colors or Clear*  
Finish – B67C02000 - ArmorSeal® 1000 HS Epoxy (Part A) Clear  
*Notes: prep includes mechanically remove by grinding all signs of glue.  
Product also available in solid colors or Clear*

END OF SECTION 09900

## SECTION 10530 – COVERED WALKWAYS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.

#### 1.2 WORK INCLUDED

- A. The work covered by this section shall include furnishing and installing aluminum flat roof pre-engineered walkway canopy as indicated on drawings.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer of walkway canopy systems shall regularly and presently manufacture such canopies as one of its principal products, and shall have done so for a period of not less than five (5) years.
- B. The canopy installation sub-contractor shall have installed the canopy system to be provided on this project, in not less than three installations similar and equivalent to this project within the past three years, and shall provide a listing of these installations, complete with names and telephone numbers of references associated with these installations, upon request of the Architect.
- C. Pre-Installation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section needed by General Contractor.

#### 1.4 PERFORMANCE CRITERIA REQUIREMENTS

- A. Structure of walkway canopies and foundations shall be engineered by the supplier and shall be compliant with all roof loading, wind and lateral loading conditions as required by the International Building Code (current edition).
- B. Structural calculations shall be made by a professional engineer registered to practice in the state of South Carolina and shall have engineering seal and signature attached to calculations. Engineering calculations shall plainly state the material, shapes and gauges and shall be clearly cross-referenced to these members as shown on the shop drawings.

#### 1.5 SUBMITTALS

- A. Submit a complete color chart of all manufacturer's standard color options for selection of color by the Architect.
- B. Shop Drawings: Submit shop drawings in accordance with Division 1 of these specifications for all walkway canopies indicated on the drawings. The shop drawings shall reflect field measurements where possible, and shall clearly show canopies aligned with building entranceways to which it is attached.
- C. Structural Calculations: Submit structural calculations as outlined in paragraph 1.4 B.



## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Approved manufacturers of aluminum walkway canopies include the following:
1. Dittmer Architectural Aluminum.
  2. Mapes Architectural Products.
  3. E.L. Burns Walkway Covers.
  4. Superior Metal Products Co., Inc.
  5. TVM (Tennessee Valley Metals)
  6. Carolina Sales
  7. Or Approved Substitution.
- B. Nomenclature used in this section is based on products and terminology of Dittmer Architectural Aluminum, Inc.

### 2.2 MATERIALS

- A. Structure: The structure shall be framed as indicated on the drawings, and as is consistent with manufacturer's recommendations regarding design and installation from stock components.
- B. General: Aluminum Walkway Cover or Canopy shall be entirely of anodized aluminum extrusions. Understructure shall consist of heli-arc welded one-piece rigid bents and the deck of interlocking anodized aluminum extrusions. The structure shall be capable of sustaining severe icing, hail, hurricane winds and being walked upon.
- C. Materials: All sections shall be 6063 alloy heat-treated to a T-6 temper. Deck screws shall be type 18-8 stainless steel, sealed with neoprene "O" ring beneath stainless steel; trim rivets may be aluminum. A dip-coat of clear acrylic enamel shall insulate column ends from electrolytic reaction with grout. Grout shall be 3:1 Portland cement to masonry sand, 2000# compressive strength.
- D. Internal Drainage: Water flow is directed from deck to beams and columns, as indicated by the drawings, or for discharge through "scuppers" at bottom of columns. Manufacturer/installer to modify "scuppers" as required to ensure positive drainage away from walkways, building faces, and retaining walls as necessary.
- E. Bent Construction: Anodized beams and columns shall be heli-arc welded into rigid, one-piece units in the manufacturer's plant. Column ends shall be pierced to "key" grout to bent for maximum uplift protection.
- F. Roof Deck: Extruded, self-flashing deck section interlock into a composite unit, spanning double-bays for continuous loading. Deck shall be staked into a camber sufficient to offset deadload deflection and to cause positive drainage on spans over 15'-0". Staking shall consist of an abrupt local deformation of deck-lock metal, each stake having a shear value in excess of 350 pounds and shall occur as detailed.
- G. Finish: STANDARD FINISH shall be satin anodized 204-RI, per Aluminum Association Specification AA-M-10C-22A-21, HARDCOAT bronze, amber or black color anodizing shall be per AA-M-10C-22A-42 on KB-45 controlled billet, color to be selected. PAINTED FINISH shall consist of baked acrylic enamel, for maximum chalk and fade resistance, over chromate conversion pretreatment on deck and fascia. Fascias of walkways to be colored different from base system. Bents, after solvent cleaning, shall receive one coat of vinyl wash-etch primer (Mil. #125-880) and

a 1 mil. minimum coating of exterior grade, two-part, polyurethane for maximum abrasion resistance and maintainability.

- H. Dimensions: Contractor shall field-confirm bent location, dimensions and elevations as shown on shop drawings prior to fabrication by manufacturer.
- I. Erection: Sleeves (styrofoam block-outs) shall be furnished by manufacturer and set by General Contractor, manufacturer, or authorized installer, shall be scheduled to erect after all adjacent roofing and masonry have been completed. Concrete footing, anchor bolts and/or flashing, where required, shall be by others. Bents shall be carefully aligned prior to grouting; downspout column interiors shall be grouted to lower edge of "scupper"; deflectors shall be installed after grouting. All deck ends at beam joints shall be capped as detailed. Butt and miter joints shall be executed in a workmanlike manner.

### PART 3 – EXECUTION

#### 3.1 INSTALLATIONS

- A. Installation shall be scheduled after all masonry, roofing and concrete work in the canopy area is complete and the area is clean.
- B. Installation shall be approved by the manufacturer.
- C. Anchor bolts and/or column sleeves shall be furnished by manufacturer and installed by the general contractor according to the approved shop drawings.
- D. Grouting shall be a 2,000-psi compressive strength mix of one-part Portland Cement three parts masonry sand and water.
- E. Canopy shall be installed plumb and level.
- F. Canopy installer to coordinate foundation placement and requirements with the general contractor. Canopy installer shall coordinate block-outs as required for canopy column installation. Canopy installer shall be responsible for final setting of columns and finishing block-out concrete work to match color and finish as walk surface.

END OF SECTION 10530

## SECTION 230000 - BASIC MECHANICAL MATERIALS AND METHODS

### PART 1 – GENERAL

#### 1.1 IMPOSED REGULATIONS:

- A. Applicable provisions of the State and Local Codes and of the following codes and standards in addition to those listed elsewhere in the specifications are hereby imposed on a general basis for mechanical work: codes and standards listed on the mechanical drawings.

#### 1.2 SCOPE OF WORK:

- A. Provide all labor, materials, equipment and supervision to construct complete and operable mechanical systems as indicated on the drawings and specified herein. All materials and equipment used shall be new, undamaged and free from any defects.

#### 1.3 RELATED DOCUMENTS AND OTHER INFORMATION:

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the portions of work specified in each Section of this Division, individually and collectively.
- B. It is recognized that separate sub-contracts may be instituted by THIS CONTRACT'S GENERAL CONTRACTOR with others. It is the responsibility of THIS CONTRACT'S GENERAL CONTRACTOR to completely inform, coordinate and advise those sub-contractors as to all of the requirements, conditions and information associated with providing and installing their portion of the total job.

#### 1.4 EXISTING SERVICES AND FACILITIES:

- A. Damage to Existing Services: Existing services and facilities damaged by the Contractor through negligence or through use of faulty materials or workmanship shall be promptly repaired, replaced, or otherwise restored to previous conditions by the Contractor without additional cost to the Owner.
- B. Interruption of Services: Interruptions of services necessary for connection to or modification of existing systems or facilities shall occur only at prearranged times approved by the Owner. Interruptions shall only occur after the provision of all temporary work and the availability of adequate labor and materials will assure that the duration of the interruption will not exceed the time agreed upon.
- C. Removed Materials: Existing materials made unnecessary by the new installation shall be stored on site. They shall remain the property of the Owner and shall be stored at a location and in a manner as directed by the Owner. If classified by the Owner's authorized representative as unsuitable for further use, the material shall become the property of the Contractor and shall be removed from the site at no additional cost to the owner.

#### 1.5 PRODUCT SUBSTITUTIONS:

- A. General: Materials specified by manufacturer's name shall be used unless prior approval of an alternate is given by addenda. Requests for substitutions must be received in the office of the Architect at least 10 days prior to opening of bids. Refer to the general conditions for the substitution request form and required documentation.

## PART 2 – PRODUCTS

### 2.1 GENERAL MECHANICAL PRODUCT REQUIREMENTS

- A. Standard Products: Provide not less (quality) than manufacturer's standard products, as specified by their published product data. In addition to the indication that a particular product/model number is acceptable, comply with the specified requirements. Do not assume that the available off-the-shelf condition of a product complies with the requirements; as an example, a specific finish or color may be required.
- B. Uniformity: Where multiple units of a general product are required for the mechanical work, provide identical products by the same manufacturer, without variations except for sizes and similar variations as indicated.
- C. Product Compatibility, Options: Where more than one product selection is specified, either generically or proprietarily, selection is Purchaser's or Installer's option. Provide mechanical adaptations as needed for interfacing of selected products in the work.

## PART 3 – EXECUTION

### 3.1 PRODUCT INSTALLATION, GENERAL:

- A. Except where more stringent requirements are indicated, comply with the product manufacturer's installation instructions and recommendations, including handling, anchorage, assembly, connections, cleaning and testing, charging, lubrication, startup, test operation and shut-down of operating equipment. Consult with manufacturer's technical experts, for specific instructions on unique product conditions and unforeseen problems.
- B. Protection and Identification: Deliver products to project properly identified with names, models numbers, types, grades, compliance labels and similar information needed for distinct identifications; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior storage.
- C. Permits and Tests: Provide labor, material and equipment to perform all tests required by the governing agencies and submit a record of all tests to the Owner or his representative. Notify the Architect five days in advance of any testing.

END OF SECTION 230000

## SECTION 230510 - MECHANICAL COORDINATION

### PART 1 – GENERAL

#### 1.1 QUALITY ASSURANCE

- A. Mechanical Coordination Drawings: Prepare a set of coordination drawings showing the coordination of the major elements, components and systems of the mechanical work, and showing the coordination of mechanical work with other work. Prepare drawings at accurate scale and sufficiently large to show locations of every item, including clearances for installing, maintaining, insulating, breaking down equipment, replacing motors and similar requirements. Drawings shall indicate coordination with all other trades including, but not limited to, lighting, structural, plumbing and architectural items. Prepare drawings to include plans, elevations, sections and details as needed to conclusively show successful coordination and integration of the work. Submit drawings for review by the Architect/Engineer.

### PART 2 – PRODUCTS

#### 2.1 MECHANICAL PRODUCT COORDINATION:

- A. Power Characteristics: Refer to the electrical sections of the specifications and the electrical drawings for the power characteristics available for the operation of each power driven item of mechanical equipment. The electrical design was based on the power requirements of the mechanical equipment manufacturer scheduled or specified as "basis of design." Any modifications to the electrical system that are required due to the use of an approved equivalent manufacturer shall be made at no additional cost to the owner. All changes must be clearly documented and submitted for review by the Architect/Engineer prior to purchasing equipment. Coordinate purchases to ensure uniform interface with electrical work. Refer to specification Division 26 for additional coordination requirements.
- B. Coordination of Options and Substitutions: When the contract documents permit the selection from several product options and it becomes necessary to authorize a substitution, do not proceed with purchase until coordination of interface to equipment has been checked and satisfactorily established.

### PART 3 – EXECUTION

#### 3.1 INSPECTION AND PREPARATION:

- A. Substrate Examination: The Installer of each element of the mechanical work must examine the condition of the substrate to receive the work, the conditions under which the work will be performed, and must notify the Contractor in writing of conditions detrimental to the proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- B. Do not proceed with the installation of sleeves, anchors, hangers, roof penetrations and similar work until mechanical coordination drawings have been processed and released for construction. Where work must be installed prior to that time in order to avoid a project delay, review proposed installation in a project coordination meeting including all parties involved with the interfacing of the work.

### 3.2 CUTTING AND PATCHING:

- A. Structural Limitations: Do not cut structural framing, walls, floors, decks and other members intended to withstand stress, except with the Architect's or Engineer's written authorization. Authorization will be granted only where there is not other reasonable methods for completing the mechanical work and where the proposed cutting clearly does not materially weaken the structure.
- B. Other work: Do not endanger or damage other work through the procedures and processes of cutting to accommodate mechanical work. Review the proposed cutting with the Installer of the work to be cut, and comply with his recommendations to minimize damage. Where necessary, engage the original Installer or other specialists to execute the cutting in the recommended manner.
- C. Where patching is required to restore other work, because of either cutting or other damage inflicted during the installation of mechanical work, execute the patching in the manner recommended by the original Installer. Restore the other work in every respect, including the elimination of visual defects in exposed finishes, as judged by the Architect. Engage the original Installer to complete patching of the following categories of work:
  - 1. Exposed concrete finishes.
  - 2. Exposed masonry.
  - 3. Waterproofing and vapor barriers.
  - 4. Roofing, flashing and accessories.
  - 5. Interior exposed finishes and casework, where judged by the Architect to be difficult to achieve an acceptable match by other means.

### 3.3 COORDINATION OF MECHANICAL INSTALLATION:

- A. General: Sequence, coordinate and integrate the various elements of mechanical work so that the mechanical plant will perform as indicated and be in harmony with the other work of the building. The Architect/Engineer will not supervise the coordination, which is the exclusive responsibility of the Contractor. Comply with the following requirements:
- B. Install piping, ductwork and similar services straight and true, aligned with other work and with overhead structures and allowing for insulation. Conceal where possible.
- C. Arrange work to facilitate maintenance and repair or replacement of equipment. Locate services requiring maintenance on valves and similar units in front of services requiring less maintenance. Connect equipment for ease of disconnecting, with minimum of interference with other work.
- D. Give the right-of way to piping systems required to slope for drainage (over other service lines). Piping shall be located to avoid interference with ductwork and light fixtures.
- E. Drawings: Conform with the arrangement indicated by the contract documents to the greatest extent possible, recognizing that portions of the work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, comply with the Architect's decision on resolution of the conflict.
- F. Electrical Work: Coordinate the mechanical work with electrical work, and properly interface with the electrical service. In general, and except as otherwise indicated, install mechanical

equipment ready for electrical connection. Refer to the electrical sections of the specifications for electrical connection of mechanical equipment.

- G. Utility Connections: Coordinate the connection of mechanical systems with exterior underground utilities and services. Comply with the requirements of governing regulations, franchised service companies and controlling agencies. Provide a single connection for each service except where multiple connections are indicated.

#### 3.4 COORDINATION OF MECHANICAL START-UP:

- A. Seasonal Requirements: Adjust and coordinate the timing of mechanical system start-ups with seasonal variations, so that demonstration and testing of specified performance can be observed and recorded. Exercise proper care in off-season start-ups to ensure that systems and equipment will not be damaged by+

END OF SECTION 230510

## SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Balancing Air Systems:
    - a. Constant-volume air systems.

#### 1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An entity engaged to perform TAB Work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- D. Certified TAB reports.
- E. Sample report forms.
- F. Instrument calibration reports, to include the following:
  - 1. Instrument type and make.
  - 2. Serial number.
  - 3. Application.
  - 4. Dates of use.
  - 5. Dates of calibration.



## 1.5 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB, or TABB.
  - 1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC, NEBB, or TABB.
  - 2. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB, or TABB as a TAB technician.
- B. TAB Conference: Meet with Architect, Owner, Construction Manager, or Commissioning Authority on approval of the TAB strategies and procedures plan to develop a mutual understanding of the details. Require the participation of the TAB field supervisor and technicians. Provide seven days' advance notice of scheduled meeting time and location.
  - 1. Agenda Items:
    - a. The Contract Documents examination report.
    - b. The TAB plan.
    - c. Coordination and cooperation of trades and subcontractors.
    - d. Coordination of documentation and communication flow.
- C. Certify TAB field data reports and perform the following:
  - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
  - 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- D. TAB Report Forms: Use standard TAB contractor's forms approved by Architect, Owner, Construction Manager, or Commissioning Authority.
- E. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."
- F. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- G. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

## 1.6 PROJECT CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.
- B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

## 1.7 COORDINATION

- A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates

and times.

- B. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for supply, as specified in Section 233113 "Metal Ducts" and are properly separated from adjacent areas.
- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- G. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- J. Examine operating safety interlocks and controls on HVAC equipment.
- K. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### 3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
  - 1. Permanent electrical-power wiring is complete.
  - 2. Automatic temperature-control systems are operational.
  - 3. Equipment and duct access doors are securely closed.
  - 4. Balance dampers are open.

5. Windows and doors can be closed so indicated conditions for system operations can be met.

### 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance", ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems", SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
  1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
  1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
  3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation."
- C. Mark equipment and balancing devices with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- D. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- F. Verify that motor starters are equipped with properly sized thermal protection.
- G. Check dampers for proper position to achieve desired airflow path.
- H. Check for airflow blockages.
- I. Check condensate drains for proper connections and functioning.
- J. Check for proper sealing of air-handling-unit components.

K. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

### 3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure total airflow.
  - a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
2. Measure fan static pressures as follows to determine actual static pressure:
  - a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
  - b. Measure static pressure directly at the fan outlet or through the flexible connection.
  - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
  - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
3. Measure static pressure across each component that makes up an air-handling unit system.
  - a. Report the cleanliness status of filters and the time static pressures are measured.
4. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
5. Obtain approval from Architect, Owner, Construction Manager, or Commissioning Authority for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
6. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.

1. Measure airflow of submain and branch ducts.
  - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

- C. Measure air outlets and inlets without making adjustments.
  - 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
  - 1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
  - 2. Adjust patterns of adjustable outlets for proper distribution without drafts.

### 3.6 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
  - 1. Manufacturer's name, model number, and serial number.
  - 2. Motor horsepower rating.
  - 3. Motor rpm.
  - 4. Efficiency rating.
  - 5. Nameplate and measured voltage, each phase.
  - 6. Nameplate and measured amperage, each phase.
  - 7. Starter thermal-protection-element rating.

### 3.7 TOLERANCES

- A. Set HVAC system's air flow rates within the following tolerances:
  - 1. Supply Fans: Plus or minus 10 percent.
  - 2. Air Outlets and Inlets: Plus or minus 10 percent.

### 3.8 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.
- B. Status Reports: Prepare biweekly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

### 3.9 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
  - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the

- certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.
- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Fan curves.
  2. Manufacturers' test data.
  3. Field test reports prepared by system and equipment installers.
  4. Other information relative to equipment performance; do not include Shop Drawings and product data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
  2. Name and address of the TAB contractor.
  3. Project name.
  4. Project location.
  5. Architect's name and address.
  6. Engineer's name and address.
  7. Contractor's name and address.
  8. Report date.
  9. Signature of TAB supervisor who certifies the report.
  10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  11. Summary of contents including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.
  12. Nomenclature sheets for each item of equipment.
  13. Data for terminal units, including manufacturer's name, type, size, and fittings.
  14. Notes to explain why certain final data in the body of reports vary from indicated values.
  15. Test conditions for fan performance forms including the following:
    - a. Settings for outdoor-, return- dampers.
    - b. Conditions of filters.
    - c. Cooling coil, wet- and dry-bulb conditions.
    - d. Fan drive settings including settings and percentage of maximum pitch diameter.
    - e. Settings for supply-air, static-pressure controller.
    - f. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
  2. Duct, outlet, and inlet sizes.
  3. Terminal units.
  4. Balancing stations.
  5. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data:

- a. Unit identification.
- b. Location.
- c. Make and type.
- d. Model number and unit size.
- e. Manufacturer's serial number.
- f. Unit arrangement and class.
- g. Discharge arrangement.
- h. Sheave make, size in inches, and bore.
- i. Center-to-center dimensions of sheave, and amount of adjustments in inches.
- j. Number, make, and size of belts.
- k. Number, type, and size of filters.

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and rpm.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.
- e. Sheave make, size in inches, and bore.
- f. Center-to-center dimensions of sheave, and amount of adjustments in inches.

3. Test Data (Indicated and Actual Values):

- a. Total air flow rate in cfm.
- b. Total system static pressure in inches wg.
- c. Fan rpm.
- d. Discharge static pressure in inches wg.
- e. Filter static-pressure differential in inches wg.
- f. Heating/Cooling-coil static-pressure differential in inches wg.
- h. Outdoor airflow in cfm.
- j. Return airflow in cfm.
- k. Outdoor-air damper position.
- l. Return-air damper position.

E. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

- a. System identification.
- b. Location.
- c. Make and type.
- d. Model number and size.
- e. Manufacturer's serial number.
- f. Arrangement and class.
- g. Sheave make, size in inches, and bore.
- h. Center-to-center dimensions of sheave, and amount of adjustments in inches.

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and rpm.

- c. Volts, phase, and hertz.
  - d. Full-load amperage and service factor.
  - e. Sheave make, size in inches, and bore.
  - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
  - g. Number, make, and size of belts.
3. Test Data (Indicated and Actual Values):
- a. Total airflow rate in cfm.
  - b. Total system static pressure in inches wg.
  - c. Fan rpm.
  - d. Discharge static pressure in inches wg.
  - e. Suction static pressure in inches wg.
- F. Round and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
1. Report Data:
    - a. System and air-handling-unit number.
    - b. Location and zone.
    - c. Traverse air temperature in deg F.
    - d. Duct static pressure in inches wg.
    - e. Duct size in inches.
    - f. Duct area in sq. ft..
    - g. Indicated air flow rate in cfm.
    - h. Indicated velocity in fpm.
    - i. Actual air flow rate in cfm.
    - j. Actual average velocity in fpm.
    - k. Barometric pressure in psig.
- G. Instrument Calibration Reports:
1. Report Data:
    - a. Instrument type and make.
    - b. Serial number.
    - c. Application.
    - d. Dates of use.
    - e. Dates of calibration.
- 3.10 INSPECTIONS
- A. Initial Inspection:
1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
  2. Check the following for each system:
    - a. Measure airflow of at least 10 percent of air outlets.
    - b. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.



- c. Verify that balancing devices are marked with final balance position.
- d. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect, Owner, Construction Manager, or Commissioning Authority.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Architect, Owner, Construction Manager, or Commissioning Authority shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
3. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
4. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

D. Prepare test and inspection reports.

END OF SECTION 230593

## SECTION 230713 - DUCT INSULATION

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes insulating the following duct services:
  - 1. Indoor, concealed supply and outdoor air.
  - 2. Indoor, concealed return located in unconditioned space.
- B. Related Sections:
  - 1. Section 233113 "Metal Ducts".

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water- vapor permeance thickness, and jackets (both factory- and field-applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  - 2. Detail insulation application at elbows, fittings, dampers, specialties, and flanges for each type of insulation.
  - 3. Detail application of field-applied jackets.
  - 4. Detail application at linkages of control devices.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing

identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke- developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke- developed index of 150 or less.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### 1.7 COORDINATION

- A. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

#### 1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

### PART 2 PRODUCTS

#### 2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket or Type III with factory-applied FSP jacket. Factory-applied jacket requirements are specified in

"Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. CertainTeed Corp.; SoftTouch Duct Wrap.
  - b. Johns Manville; Microlite.
  - c. Knauf Insulation; Friendly Feel Duct Wrap.
  - d. Manson Insulation Inc.; Alley Wrap.
  - e. Owens Corning; SOFTR All-Service Duct Wrap.
  
- G. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CertainTeed Corp.; Commercial Board.
    - b. Fibrex Insulations Inc.; FBX.
    - c. Johns Manville; 800 Series Spin-Glas.
    - d. Knauf Insulation; Insulation Board.
    - e. Manson Insulation Inc.; AK Board.
    - f. Owens Corning; Fiberglas 700 Series.

## 2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
  
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127. Eagle Bridges - Marathon Industries; 225.
    - b. Foster Brand, Specialty Construction Brands, Inc., a business of H.B. Fuller Company; 85-60/85-70. Mon-Eco Industries, Inc.; 22-25.
  
  2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  
  3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
  
- C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
  - b. Eagle Bridges - Marathon Industries; 225.
  - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.Mon-Eco Industries, Inc.; 22-25.
2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
  1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
    - b. Vimasco Corporation; 749.
  2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43- mil dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F.
  4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  5. Color: White.
- C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-30.
    - b. Eagle Bridges - Marathon Industries; 501.
    - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-35.
    - d. Mon-Eco Industries, Inc.; 55-10.
  2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
  3. Service Temperature Range: 0 to 180 deg F.
  4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
  5. Color: White.

D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Encacel.
  - b. Eagle Bridges - Marathon Industries; 570.
  - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 60-95/60-96.
2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
3. Service Temperature Range: Minus 50 to plus 220 deg F.
4. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
5. Color: White.

E. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-10.
  - b. Eagle Bridges - Marathon Industries; 550.
  - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 46-50.
  - d. Mon-Eco Industries, Inc.; 55-50.
  - e. Vimasco Corporation; WC-1/WC-5.
2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: 60 percent by volume and 66 percent by weight.
5. Color: White.

## 2.4 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.

1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-50 AHV2. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-36.
  - b. Vimasco Corporation; 713 and 714.
3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.

4. Service Temperature Range: 0 to plus 180 deg F.
5. Color: White.

## 2.5 SEALANTS

### A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.Eagle Bridges - Marathon Industries; 405.
  - b. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.
  - c. Mon-Eco Industries, Inc.; 44-05.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.6 FACTORY-APPLIED JACKETS

### A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

## 2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

### A. Woven Glass-Fiber Fabric: Approximately 6 oz./sq. yd. with a thread count of 5 strands by 5 strands/sq. in. for covering ducts.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Chil-Glas No. 5.

### B. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for ducts.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Mast-A-Fab.

- b. Vimasco Corporation; Elastafab 894.

## 2.8 FIELD-APPLIED CLOTHS

- A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd..
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Alpha Associates, Inc.; Alpha-Maritex 84215 and 84217/9485RW, Luben 59.

## 2.9 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ABI, Ideal Tape Division; 491 AWF FSK.
    - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
    - c. Compac Corporation; 110 and 111.
    - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
  - 2. Width: 3 inches.
  - 3. Thickness: 6.5 mils.
  - 4. Adhesion: 90 ounces force/inch in width.
  - 5. Elongation: 2 percent.
  - 6. Tensile Strength: 40 lbf/inch in width.
  - 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

## 2.10 SECUREMENTS

- A. Bands:
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ITW Insulation Systems; Gerrard Strapping and Seals.
    - b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
  - 2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 3/4 inch wide with wing seal or closed seal.
  - 3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing seal or closed seal.
  - 4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.
- B. Insulation Pins and Hangers:
  - 1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- or 0.135-inch- diameter shank, length to suit



depth of insulation indicated.

- a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - 1) AGM Industries, Inc.; CWP-1.
  - 2) GEMCO; CD.
  - 3) Midwest Fasteners, Inc.; CD.
  - 4) Nelson Stud Welding; TPA, TPC, and TPS.
2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- or 0.135-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2- inch galvanized carbon-steel washer.
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; CHP-1.
    - 2) GEMCO; Cupped Head Weld Pin.
    - 3) Midwest Fasteners, Inc.; Cupped Head.
    - 4) Nelson Stud Welding; CHP.
3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; Tactoo Perforated Base Insul-Hangers.
    - 2) GEMCO; Perforated Base.
    - 3) Midwest Fasteners, Inc.; Spindle.
  - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
  - c. Spindle: Copper- or zinc-coated, low-carbon steel, Aluminum, Stainless steel, fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) GEMCO; Nylon Hangers.
    - 2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.

- b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
  - c. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
  - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.
    - 2) GEMCO; Peel & Press.
    - 3) Midwest Fasteners, Inc.; Self Stick.
  - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
  - c. Spindle: Copper- or zinc-coated, low-carbon steel, Aluminum, Stainless steel, fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive-backed base with a peel-off protective cover.
6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel, aluminum, stainless-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.; RC-150.
    - 2) GEMCO; R-150.
    - 3) Midwest Fasteners, Inc.; WA-150.
    - 4) Nelson Stud Welding; Speed Clips.
  - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) GEMCO.
    - 2) Midwest Fasteners, Inc.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.
- D. Wire: 0.080-inch nickel-copper alloy, 0.062-inch soft-annealed, stainless steel, or 0.062-

inch soft-annealed, galvanized steel.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. C & F Wire.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

#### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  1. Install insulation continuously through hangers and around anchor attachments.

2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth.
  2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
    - a. For below ambient services, apply vapor-barrier mastic over staples.
  4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
  5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

### 3.4 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

### 3.5 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
  2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

- a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
  - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
  - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
  - d. Do not overcompress insulation during installation.
  - e. Impale insulation over pins and attach speed washers.
  - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
  5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
  6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
  7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.
- B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
  2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from joints. Install additional pins to hold insulation tightly against surface at cross bracing.

- c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
  - d. Do not over-compress insulation during installation.
  - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
  5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round duct elbows with individually mitered gores cut to fit the elbow.
  6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

### 3.6 FINISHES

- A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material:
  1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
    - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- C. Do not field paint aluminum or stainless-steel jackets.

### 3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
  1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be

limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

- D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

### 3.8 DUCT INSULATION SCHEDULE, GENERAL

#### A. Plenums and Ducts Requiring Insulation:

- 1. All supply, return

#### B. Items Not Insulated:

- 1. Fibrous-glass ducts.
- 2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
- 3. Factory-insulated flexible ducts.
- 4. Factory-insulated plenums and casings.
- 5. Flexible connectors.
- 6. Vibration-control devices.
- 7. Factory-insulated access panels and doors.

### 3.9 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

#### A. Concealed supply, return, and outdoor-air duct and plenum insulation shall be the following:

- 1. Mineral-Fiber Blanket: 2.2 inches thick and 0.75-lb/cu. ft. nominal density.

#### B. Exposed supply, return, and outdoor-air duct where indicated on the drawings or Metal Duct Specifications to have double wall duct, liner shall be the following:

- 1. If perforated inner duct is used: Flexible Elastomeric: 1 inch thick.
- 2. If solid wall inner duct is used: Mineral-Fiber Blanket: 1 inch thick and 0.75-lb/cu. ft nominal density.

END OF SECTION 230713

## SECTION 233113 - METAL DUCTS

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round ducts and fittings.
3. Double-wall rectangular ducts and fittings.
4. Double-wall round ducts and fittings.
5. Sheet metal materials.
6. Sealants and gaskets.
7. Hangers and supports.

- B. Related Sections:

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7.
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:

1. Sealants and gaskets.

- B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.



2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.

B. Welding certificates.

C. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
  1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
  2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
  3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

## PART 2 – PRODUCTS

### 2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct

Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Lindab Inc.
    - b. McGill AirFlow LLC.
    - c. SEMCO Incorporated.
    - d. Sheet Metal Connectors, Inc.
    - e. Spiral Manufacturing Co., Inc.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
  - 1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
  - 1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
  - 2. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.
- D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- E. Snap lock type duct can be used for low pressure applications.

## 2.3 DOUBLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. McGill AirFlow LLC.
  2. Sheet Metal Connectors, Inc.
  3. Lindab, Inc.
  4. SEMCO Incorporated.
  5. Eastern Sheet Metal.
  6. Hamlin Sheet Metal.
  7. Turn Key Duct Systems.
- B. Rectangular Ducts: Fabricate ducts with indicated dimensions for the inner duct.
- C. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- D. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- E. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- F. Interstitial Insulation: Fibrous-glass liner complying with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
1. Maximum Thermal Conductivity: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
  2. Install spacers that position the inner duct at uniform distance from outer duct without compressing insulation.
  3. Coat insulation with antimicrobial coating.
  4. Cover insulation with polyester film complying with UL 181, Class 1.
- G. Interstitial Insulation: Flexible elastomeric duct liner complying with ASTM C 534, Type II for sheet materials, and with NFPA 90A or NFPA 90B.
1. Maximum Thermal Conductivity: 0.25 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
- H. Inner Duct: Minimum 0.028-inch perforated galvanized sheet steel having 3/32-inch- diameter perforations, with overall open area of 23 percent.
- I. Formed-on Transverse Joints (Flanges): Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular

Duct/Traverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

- J. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.4 DOUBLE-WALL ROUND DUCTS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Lindab Inc.
2. McGill AirFlow LLC.
3. SEMCO Incorporated.
4. Sheet Metal Connectors, Inc.
5. Hamlin Sheet Metal.
6. Turn Key Duct Systems.

- B. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on static-pressure class unless otherwise indicated.

1. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
3. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

- C. Inner Duct: Minimum 0.028-inch perforated galvanized sheet steel having 3/32-inch- diameter perforations, with overall open area of 23 percent.

- D. Interstitial Insulation: Fibrous-glass liner complying with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1. Maximum Thermal Conductivity: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
2. Install spacers that position the inner duct at uniform distance from outer duct without compressing insulation.
3. Coat insulation with antimicrobial coating.

4. Cover insulation with polyester film complying with UL 181, Class 1.
- E. Interstitial Insulation: Flexible elastomeric duct liner complying with ASTM C 534, Type II for sheet materials, and with NFPA 90A or NFPA 90B.

Maximum Thermal Conductivity: 0.25 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.

## 2.5 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
  1. Galvanized Coating Designation: G60 or G90.
  2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.
- D. Aluminum Sheets: Comply with ASTM B 209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.
- E. Factory- or Shop-Applied Antimicrobial Coating:
  1. Apply to the surface of sheet metal that will form the interior surface of the duct. An untreated clear coating shall be applied to the exterior surface.
  2. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
  3. Coating containing the antimicrobial compound shall have a hardness of 2H, minimum, when tested according to ASTM D 3363.
  4. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
  5. Shop-Applied Coating Color: Black or White.
  6. Antimicrobial coating on sheet metal is not required for duct containing liner treated with antimicrobial coating.
- F. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
  1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- G. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## 2.6 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke- developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:
1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
  2. Tape Width: 4 inches.
  3. Sealant: Modified styrene acrylic.
  4. Water resistant.
  5. Mold and mildew resistant.
  6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
  7. Service: Indoor and outdoor.
  8. Service Temperature: Minus 40 to plus 200 deg F.
  9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
  10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Water-Based Joint and Seam Sealant:
1. Application Method: Brush on.
  2. Solids Content: Minimum 65 percent.
  3. Shore A Hardness: Minimum 20.
  4. Water resistant.
  5. Mold and mildew resistant.
  6. VOC: Maximum 75 g/L (less water).
  7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
  8. Service: Indoor or outdoor.
  9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- D. Solvent-Based Joint and Seam Sealant:
1. Application Method: Brush on.
  2. Base: Synthetic rubber resin.
  3. Solvent: Toluene and heptane.
  4. Solids Content: Minimum 60 percent.
  5. Shore A Hardness: Minimum 60.
  6. Water resistant.
  7. Mold and mildew resistant.
  8. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  9. VOC: Maximum 395 g/L.
  10. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

11. Maximum Static-Pressure Class: 10-inch wg, positive or negative.
12. Service: Indoor or outdoor.
13. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

E. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

F. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

G. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

## 2.7 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5- 2, "Minimum Hanger Sizes for Round Duct."

C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

D. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

F. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

## PART 3 – EXECUTION

### 3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

### 3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of



fittings, hangers and supports, duct accessories, and air outlets.

- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

### 3.3 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
  - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
  - 2. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
  - 3. Unconditioned Space, Return-Air Ducts: Seal Class B.
  - 4. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower:
  - 5. Conditioned Space, Return-Air Ducts: Seal Class C.

### 3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
  - 1. Where practical, install concrete inserts before placing concrete.
  - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
  - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
  - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum interval of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

### 3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Duct System Cleanliness Tests:
  - 1. Visually inspect duct system to ensure that no visible contaminants are present.
  - 2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."
    - a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.
- D. Duct system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

### 3.7 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

### 3.8 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated.
- B. Supply Ducts:
  - 1. Ducts Connected to Heat Pump Air Handling Units:
    - a. Pressure Class: Positive 2-inch wg.
    - b. Minimum SMACNA Seal Class: A.
    - c. SMACNA Leakage Class for Rectangular: 12.
    - d. SMACNA Leakage Class for Round: 12.
- C. Return Ducts:
  - 1. Ducts Connected to Heat Pump Air Handling Units:
    - a. Pressure Class: Positive or negative 2-inch wg.
    - b. Minimum SMACNA Seal Class: A.
    - c. SMACNA Leakage Class for Rectangular: 12.
    - d. SMACNA Leakage Class for Round and Flat Oval: 12.

D. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel.
2. Aluminum Ducts: Aluminum.

E. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
  - a. Velocity 1000 fpm or Lower:
    - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
    - 2) Mitered Type RE 4 without vanes.
  - b. Velocity 1000 to 1500 fpm:
    - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
    - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
    - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
  - c. Velocity 1500 fpm or Higher:
    - 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
    - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
    - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
  - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
  - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
  - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
  - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
    - 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
    - 2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
    - 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for

90-degree elbow.

4) Radius-to Diameter Ratio: 1.5.

- a. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
- b. Round Elbows, 14 Inches and Larger in Diameter: Standing seam or Welded.

B. Branch Configuration:

- 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
  - a. Rectangular Main to Rectangular Branch: 45-degree entry.
  - b. Rectangular Main to Round Branch: Spin in.
- 2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
  - a. Velocity 1000 fpm or Lower: 90-degree tap.
  - b. Velocity 1000 to 1500 fpm: Conical tap.
  - c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

## SECTION 233300 - AIR DUCT ACCESSORIES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes
  - 1. Manual volume dampers.
  - 2. Flexible connectors.
  - 3. Flexible ducts.
  - 4. Duct accessory hardware.

#### 1.3 ACTION SUBMITTALS

- A. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.
  - 1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
    - a. Special fittings.
    - b. Manual volume damper installations.

### PART 2 – PRODUCTS

#### 2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

#### 2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
  - 1. Galvanized Coating Designation: G60.
  - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a No. 2 finish for concealed ducts and exposed ducts.

- C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## 2.3 MANUAL VOLUME DAMPERS

### A. Standard, Aluminum, Manual Volume Dampers:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Air Balance Inc.; a division of Mestek, Inc.
  - b. American Warming and Ventilating; a division of Mestek, Inc.
  - c. McGill AirFlow LLC.
  - d. Nailor Industries Inc.
  - e. Pottorff.
  - f. Ruskin Company.
  - g. Trox USA Inc.
  - h. Vent Products Company, Inc.
- 2. Standard leakage rating, with linkage outside airstream.
- 3. Suitable for horizontal or vertical applications.
- 4. Frames: Hat-shaped, 0.10-inch- thick, aluminum sheet channels; frames with flanges for attaching to walls and flangeless frames for installing in ducts.
- 5. Blades:
  - a. Multiple or single blade.
  - b. Parallel- or opposed-blade design.
  - c. Stiffen damper blades for stability.
  - d. Roll-Formed Aluminum Blades: 0.10-inch- thick aluminum sheet.
  - e. Extruded-Aluminum Blades: 0.050-inch- thick extruded aluminum.
- 6. Blade Axles: Galvanized steel.
- 7. Tie Bars and Brackets: Aluminum.

## 2.4 FLEXIBLE CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Ductmate Industries, Inc.
  - 2. Duro Dyne Inc.
  - 3. Elgen Manufacturing.
  - 4. Ventfabrics, Inc.
  - 5. Ward Industries, Inc.; a division of Hart & Cooley, Inc.

- B. Materials: Flame-retardant or noncombustible fabrics.
- C. Coatings and Adhesives: Comply with UL 181, Class 1.
- D. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch- wide, 0.028-inch- thick, galvanized sheet steel or 0.032-inch- thick aluminum sheets. Provide metal compatible with connected ducts.
- E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
  - 1. Minimum Weight: 26 oz./sq. yd..
  - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
  - 3. Service Temperature: Minus 40 to plus 200 deg F.

## 2.5 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts.
  - 1. Install steel volume dampers in steel ducts.
  - 2. Install aluminum volume dampers in aluminum ducts.
- D. Set dampers to fully open position before testing, adjusting, and balancing.
- E. Install test holes at fan inlets and outlets and elsewhere as indicated.
- F. Install flexible connectors to connect ducts to equipment.
- G. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- H. Connect diffusers to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- I. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws. J Install duct test holes where required for testing and balancing purposes.

### 3.2 FIELD QUALITY CONTROL

#### A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect turning vanes for proper and secure installation.

END OF SECTION 233300



## SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Rectangular sidewall grilles
  - 2. Rectangular return grilles.
- B. Related Sections:
  - 1. Section 233300 "Air Duct Accessories".

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated, include the following:
  - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
  - 2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

### PART 2 – PRODUCTS

- 2.1 Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on drawings or equal.
- 2.2 Refer to drawings.

### PART 3 – EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

### 3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

## SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 IMPOSED REGULATIONS

- A. Applicable provisions of the State and Local Codes and of the following codes and standards in addition to those listed elsewhere in the specifications are hereby imposed on a general basis for electrical work: codes and standards listed on the electrical drawings.

#### 1.2 SCOPE OF WORK

- A. Provide all labor, materials, equipment and supervision to construct complete and operable electrical systems as indicated on the drawings and specified herein. All materials and equipment used shall be new, undamaged and free from any defects.

#### 1.3 RELATED DOCUMENTS AND OTHER INFORMATION

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the portions of work specified in each and every Section of this Division, individually and collectively.

#### 1.4 EXISTING SERVICES AND FACILITIES

- A. Damage to Existing Services: Existing services and facilities damaged by the Contractor through negligence or through use of faulty materials or workmanship shall be promptly repaired, replaced, or otherwise restored to previous conditions by the Contractor without additional cost to the Owner.
- B. Interruption of Services: Interruptions of services necessary for connection to or modification of existing systems or facilities shall occur only at prearranged times approved by the Owner. Interruptions shall only occur after the provision of all temporary work and the availability of adequate labor and materials will assure that the duration of the interruption will not exceed the time agreed upon.
- C. Removed Materials: Existing materials made unnecessary by the new installation shall be stored on site. They shall remain the property of the Owner and shall be stored at a location and in a manner as directed by the Owner. If classified by the Owner's authorized representative as unsuitable for further use, the material shall become the property of the Contractor and shall be removed from the site at no additional cost to the owner.

#### 1.5 PRODUCT WARRANTIES

- A. Provide manufacturer's standard printed commitment in reference to a specific product and normal application, stating that certain acts of restitution will be performed for the Purchaser or Owner by the manufacturer, when and if the product fails within certain operational conditions and time limits. Where the warranty requirements of a specific specification section exceed the manufacturer's standard warranty, the more stringent requirements will apply and modified manufacturer's warranty shall be provided. In no case shall the manufacturer's warranty be less than one (1) year.

## 1.6 PRODUCT SUBSTITUTIONS

- A. General: Materials specified by manufacturer's name shall be used unless prior approval of an alternate is given by addenda. Requests for substitutions must be received in the office of the Architect at least 10 days prior to opening of bids.

## 1.7 ELECTRICAL DRAWINGS

- A. Electrical contract drawings are diagrammatic and indicate the general arrangement of electrical equipment. Do not scale electrical plans. Obtain all dimensions from the Architect's dimensioned drawings and field measurements. The Contractor shall review Architectural plans for door swings and built-in equipment; conditions indicated on those plans shall govern for this work.
- B. Coordinate installation of electrical equipment with the structural and mechanical equipment and access thereto. Coordinate exterior electrical work with civil and landscaping work.
- C. Discrepancies shown on different drawings, between drawings and specifications or between documents and field conditions shall be installed to provide the better quality or greater quantity of work; or, comply with the more stringent requirement; either or both in accordance with the A/E's interpretation.

## 1.8 SYSTEMS REQUIRING ROUGH-IN

- A. Rough-in shall consist of all outlet boxes/raceway systems/supports and sleeves required for the installation of cables/devices by other Divisions and by the Owner. It shall be the responsibility of this Contractor to determine the requirements by reviewing the contract documents and meeting with the Superintendent of the trade involved and Owner's representative to review submittal data, shop drawings, etc.
- B. Sealing of all sleeves, to meet the fire rating of the assembly, whether active or not, is work of this Division.

## 1.9 SUBMITTALS

- A. Refer to section 260510

## PART 2 - PRODUCTS

### 2.1 FIRESTOPPING

- A. Refer to Division 07 sections for additional requirements.
- B. A firestop system shall be used to seal penetrations of electrical conduits and cables through fire-rated partitions per the NEC. The firestop system shall be qualified by formal performance testing in accordance with ASTM E-814, or UL 1479.
- C. The firestop system shall consist of a fire-rated caulk type substance and a high temperature fiber insulation. It shall be permanently flexible, waterproof, non-toxic, smoke and gas tight and have a high adhesion to all solids so damming is not required. Only metal conduit shall be used in conjunction with this system to penetrate fire rated partitions. Install in strict compliance with manufacturer's recommendations. 3M, Hilti, STI or equal.

- D. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- E. Comply with BICSI TDMM, "Firestopping Systems" Article.

## PART 3 - EXECUTION

### 3.1 PRODUCT INSTALLATION, GENERAL

- A. Except where more stringent requirements are indicated, comply with the product manufacturer's installation instructions and recommendations, including handling, anchorage, assembly, connections, cleaning and testing, charging, lubrication, startup, test operation and shut-down of operating equipment. Consult with manufacturer's technical experts, for specific instructions on unique product conditions and unforeseen problems.
- B. Protection and Identification: Deliver products to project properly identified with names, models numbers, types, grades, compliance labels and similar information needed for distinct identifications; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior storage.
- C. Permits and Tests: Provide labor, material and equipment to perform all tests required by the governing agencies and submit a record of all tests to the Owner or his representative. Notify the Architect five days in advance of any testing.
- D. Install temporary protective covers over equipment enclosures, outlet boxes and similar items after interiors, conductors, devices, etc. are installed, to prevent the entry of construction debris and to protect the installation during finish work performed by others. Do not install device plates, equipment covers or trims until finish work is complete.
- E. Clean all equipment, inside and out, upon completion of the work. Scratched or marred surfaces shall be touched-up with touch-up paint furnished by the equipment manufacturer.
- F. Replace all equipment and materials that become damaged.
- G. No more than three phase conductors, each of opposite phases for a three phase WYE system, shall be combined in a single raceway unless written approval is granted by the engineer or noted otherwise on the construction documents. (For 120 volt and 277 volt receptacle and lighting circuits are no more than 3 circuits unless written approval is granted by the engineer or noted otherwise on the construction documents.)

### 3.2 EQUIPMENT PROTECTION

- A. Equipment and materials shall be protected during shipment and storage against physical damage, vermin, dirt, corrosive substances, fumes, moisture, cold and rain.
- B. Store equipment indoors in clean dry space with uniform temperature to prevent condensation. Equipment shall include but not be limited to switchgear, switchboards, panelboards, transformers, motor control centers, motor controllers, uninterruptible power systems, enclosures, controllers, circuit protective devices, cables, wire, light fixtures, electronic equipment, and accessories.

- C. During installation, equipment shall be protected against entry of foreign matter; and be vacuum-cleaned both inside and outside before testing and operating. Compressed air shall not be used to clean equipment. Remove loose packing and flammable materials from inside equipment.
- D. Damaged equipment shall be, as determined by the Engineer, placed in first class operating condition or be returned to the source of supply for repair or replacement.
- E. Painted surfaces shall be protected with factory installed removable heavy kraft paper, sheet vinyl or equal.
- F. Damaged paint on equipment and materials shall be refinished with the same quality of paint and workmanship as used by the manufacturer so repaired areas are not obvious.

### 3.3 UTILITY CONNECTIONS

- A. Coordinate the connection of the electrical system with the local power company. Comply with the requirements of governing regulations, franchised service companies and controlling agencies. Pay all utility fees and charges.

### 3.4 ELECTRICAL WORK

- A. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished in this manner for the required work, the following requirements are mandatory:
  - 1. Electricians must use full protective equipment (i.e., certified and tested insulating material to cover exposed energized electrical components, certified and tested insulated tools, etc.) while working on energized systems in accordance with NFPA 70E.
  - 2. Electricians must wear personal protective equipment while working on energized systems in accordance with NFPA 70E.
  - 3. Before initiating any work, a job specific work plan must be developed by the contractor with a peer review conducted and documented by the Contractor. The work plan must include procedures to be used on and near the live electrical equipment, barriers to be installed, safety equipment to be used and exit pathways. This plan is subject to review and comment by the owner.
- B. Nothing in the above shall impose any duty on the Architects and Architect's consultants, nor relieve the General Contractor and its subcontractors of its obligations, duties and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Electrical Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.

END OF SECTION 260500

## SECTION 260501 - ELECTRICAL DEMOLITION

### PART 1 - GENERAL

1.1 Not Used

### PART 2 – PRODUCTS

2.1 Not Used

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Field verify measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation.
- D. Report discrepancies to Engineer before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

#### 3.2 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction.
- C. When work must be performed on energized equipment or circuits, use personnel experienced in such operations, submit verification of compliance with the contractor's safety procedures to the Architect, and notify the Owner in writing a minimum of 24 hours prior to work.
- D. Existing Fire Alarm System: Maintain existing system in service until new system is installed and tested. Disable system only to make switchovers and connections. Minimize outage duration. Notify owner and AHJ before partially or completely disabling system.
- E. The existing television, telephone, computer data, intrusion detection and intercom system shall remain operable during construction. Plan and execute the work accordingly. Provide temporary wiring and facilities as may be required.

#### 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Maintain electrical service to areas outside of the construction area.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling

finishes. Cut conduit flush with walls and floors, and patch surfaces.

- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Disconnect and remove abandoned panelboards and distribution equipment.
- G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- H. Disconnect and remove abandoned luminaries. Remove brackets, stems, hangers, and other accessories.
- I. Repair adjacent construction and finishes damaged during demolition and extension work.
- J. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- K. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.
- L. All demolished ballasts and lamps shall be recycled.
- M. Remove all abandoned conductors and cables within the construction area.
- N. Support all existing communication cables within the construction area.
- O. Provide fire stopping for all existing communication conduit fire rated wall penetrations within the construction area.

### 3.4 CONSTRUCTION PHASING

- A. Plan and execute the work in accordance with the construction phasing indicated on the Architectural plans. Test and certify all systems, by phase of construction, so that "partial occupancy" can be obtained.

### 3.5 REUSE OF EXISTING MATERIALS

- A. Where new devices are to replace existing, it shall be permissible to reuse existing outlet boxes and branch circuit conduits. It shall be the responsibility of the Contractor to ensure that existing outlet boxes and conduits that are reused comply with requirements for new.
- B. The reuse of conduits (not remaining in place), conductors, and devices is not permitted.

### 3.6 CUTTING AND PATCHING

- A. Structural Limitations: Do not cut structural framing, walls, floors, decks, and other members intended to withstand stress, except with the Engineer's written authorization. Authorization will be granted only when there is no other reasonable method for completing the electrical work, and where the proposed cutting clearly does not materially weaken the structure.
- B. Cutting Concrete: Where authorized, cut openings through concrete (for conduit penetrations and similar services) by core drilling or sawing. Do not cut by hammer-driven chisel or drill. Prior



to cutting of existing concrete walls, floors, or ceilings x-ray existing concrete to locate existing hidden utilities.

- C. Other Work: Do not endanger or damage other work through the procedures and process of cutting to accommodate electrical work. Review the proposed cutting with the Installer of the work to be cut, and comply with his recommendations to minimize damage. Where necessary, engage the original Installer or other specialists to execute the cutting in the recommended manner.
- D. Patching: Where patching is required to restore other work, because of cutting or other damage inflicted during the installation of electrical work, execute the patching in the manner recommended by the original Installer. Restore the other work in every respect, including the elimination of visual defects in exposed finished, as judged by the Engineer. Engage the original Installer to complete patching of various categories of work including: concrete and masonry finishing, waterproofing and roofing, exposed wall finishes, etc.

### 3.7 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions.

### 3.8 LABELING

- A. Provide typed circuit directory showing revised circuiting arrangement.
- B. Provide and install a new engraved nameplate for all electrical panels that have been modified during construction. Refer to the panelboard specification section for labeling requirements.

END OF SECTION 260501

## SECTION 260510 – ELECTRICAL SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED REQUIREMENTS

- A. Comply with the applicable requirements of the Division 1 specifications (013300) and the requirements of this Division of the specifications.

#### 1.2 SUBMITTALS

- A. Submit for review by the Engineer Architect a schedule with engineering data of materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive materials, i.e., catalog sheets, product data sheets, diagrams, performance curves and charts published by the manufacturer, warranties, etc., to show conformance to Specifications and Plan requirements; model numbers alone shall not be acceptable. Data submitted for review shall contain all information to indicate compliance with Contract Documents. Complete electrical characteristics shall be provided for all equipment. Submittals for lighting fixtures shall include Photometric Data. The Engineer reserves the right to require samples of any equipment to be submitted for review.
- B. The purpose of shop drawing review is to demonstrate to the Architect that the Contractor understands the design concept. The Architect's review of such drawings, schedules, or cuts shall not relieve the Contractor from responsibility for deviations from the drawings or specifications unless he has, in writing, called the Architect's attention to such deviation at the time of submission, and received written permission from the Architect for such deviations.
- C. Where cut sheets include an entire product family, mark all specific items to be utilized for this project on equipment cut sheets. Generic cut sheets with no indication of which items on the cut sheet shall be used will be rejected.
- D. Response to Submittals: Shop drawings shall be returned by the Electrical Engineer with the following classifications:
  - 1. "No Exceptions Taken": No corrections, no marks. Contractor shall submit copies for distribution
  - 2. "Make Corrections Noted": A few minor corrections. Items may be ordered as marked up without further resubmission. Submit copies for distribution.
  - 3. "Amend and Resubmit": Minor corrections. Item may be ordered at the Contractor's risk. Contractor shall resubmit drawings with corrections noted.
  - 4. "Rejected - Resubmit": Major corrections or not in accordance with the contract documents. No items shall be ordered. Contractor shall correct and resubmit drawings.
- E. Prior Approvals and Shop Drawings must be hand delivered, received by mail, or email.
- F. Equipment and materials requiring submittals:
  - 1. Section 260500 – Common Work Results for Electrical
    - a. Product Warranties
    - b. Firestopping Materials
    - c. Firestopping Installation Drawings for each conduit penetration, cable in metal sleeve penetration and blank metal sleeve penetration for each type of wall/floor construction encountered.

2. Section 260502 – Electrical Acceptance Tests
  - a. Test Reports
  - b. Testing Company Qualifications.
3. Section 260511 – Electrical Work Closeout
  - a. Record Drawings
  - b. Record Manuals
  - c. Close out submittals
  - d. Training verification
4. Section 260512 – Electrical Coordination
  - a. Coordination Affidavit
  - b. Electrical Coordination Drawings
  - c. Electrical schedule Gantt Chart
5. Section 260519 – Low-Voltage Electrical Conductors and Cables
  - a. Splice Kits
  - b. Waterproof Wire Connectors
  - c. Wire
  - d. Field Quality Control Test Reports
6. Section 260526 – Grounding and Bonding for Electrical Systems
  - a. Grounding Connections
  - b. Ground Wire
  - c. Field Quality Control Test Reports
  - d. Bonding Bushings
  - e. Bonding Jumper Braid
7. Section 260529 – Hangers and Supports for Electrical Systems
  - a. Product Data
8. Section 260533 – Raceway and Boxes for Electrical Systems
  - a. Raceway
  - b. Boxes
  - c. Enclosure ratings
  - d. Dimension data
  - e. Corrosion Protection
9. Section 260543 – Underground Ducts and Raceways for Electrical Systems
  - a. Raceway
  - b. Handholes
  - c. Warning Tape

10. Section 260553 – Identification for Electrical Systems

- a. Product data for all labeling products
- b. Samples of device name plates

11. Section 260574 – Short Circuit, Overcurrent Protection, Arc Flash Hazard Analysis

- a. Provide study per specification.

12. Section 262400 –Panelboards

- a. Product data
- b. Enclosures
- c. Dimensional Data
- d. Circuit Directory
- e. Circuit Breaker trip curves
- f. Locks
- g. Busing Diagrams
- h. Schematic Wiring Diagram
- i. Layout Drawings and elevations
- j. Short Circuit Current Rating
- k. Device nameplate data.

13. Section 262726 – Wiring Devices

- a. Product data
- b. Device Plates
- c. Weatherproof Covers
- d. Special Purpose Receptacles
- e. Dimmer Switches
- f. Occupancy Sensors
- g. Occupancy Sensor Wiring Diagrams
- h. Occupancy Sensor Layout Drawings showing location and orientation of each sensor.
- i. Device and device plate colors

14. Section 264300 – Surge Protective Devices

- a. Unit dimensions
- b. Installation instructions
- c. Product data
- d. Warranty statement
- e. Current Ratings
- f. Clamping Voltages
- g. Response Time
- h. Enclosure

15. Section 265100 – Interior Lighting

- a. Lighting Fixtures
- b. Drivers

- c. Lamps
- d. Emergency Ballasts

## PART 2 – PRODUCTS

- 2.1 Not Used.

## PART 3 - EXECUTION

### 3.1 MANUFACTURER'S DATA

- A. Include the manufacturer's comprehensive product data sheet and installation instructions. Where operating ranges are shown, mark data to show portion of range required for project application. Where pre-printed data sheet covers more than one distinct product-size, type, material, trim, accessory group or other variations, delete or mark-out portions of the pre- printed data which are not applicable.

### 3.2 EQUIPMENT LIST

- A. Where more than one type of a product is being used (i.e. starters, disconnects, breakers, etc.) provide a list with each submittal correlating the type and size of product to the load served.

### 3.3 TEST REPORTS

- A. Submit test reports which have been signed and dated by the firm performing the tests, and prepare in the manner specified in the standard or regulation governing the tests procedure as indicated.

END OF SECTION 260510

## SECTION 260511 - ELECTRICAL WORK CLOSEOUT

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Refer to section 260510.

#### 1.2 RELATED SECTIONS

- A. Refer to section 017839 for additional requirements.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Except where otherwise indicated, electrical drawings prepared by Engineer are diagrammatic in nature and may not show locations accurately for various components of electrical system. Shop drawings, including coordination drawings, prepared by the Contractor show portions of work more accurately to scale and location, and in greater detail. It is recognized that actual layout of installed work may vary substantially from both Contractor drawings and shop drawings.
- B. The electrical superintendent shall maintain a white set of contract documents and shop drawings in clean, undamaged condition, for mark-up of actual installations which vary substantially from the work as shown. PDF or digital mark-ups is acceptable alternates Mark- up whatever drawings are most capable of showing installed conditions accurately. However, where shop drawings are marked, record a reference note on appropriate contract drawings. Mark with erasable pencil, and use multiple colors to aid in the distinction between work of separate electrical systems. These documents shall be used for no other purpose. In general, record every substantive installation of electrical work which previously is either not shown or shown inaccurately, but in any case record the following:
  - 1. Post all addenda prior to beginning work.
  - 2. Underground feeder conduits, both interior and exterior, drawn to scale and fully dimensioned.
  - 3. Work concealed behind or within other work, in a non-accessible arrangement.
  - 4. Mains and branches of wiring systems, with panelboards and control devices located and numbered, with concealed splices located, and with devices requiring maintenance located.
  - 5. Scope of each change order (C.O.), noting C.O. number.
- C. Upon each visit by the Architect/Engineer, the Contractor shall demonstrate that the record documents are being kept current, as specified hereinbefore.

#### 2.2 RECORD MANUALS

- A. Record manuals shall include the following:
  - 1. Manufacturer's operation and maintenance manuals for:
    - a. Light Fixtures
    - b. Panelboards and Circuit Breakers
    - c. Surge Protection Devices

2. Shop drawings, revised to reflect all review comments, supplemented with the installation instructions shipped with equipment.
3. One copy of all panelboard directories.
4. All field test Reports
5. Electrical Contractor's Warranty

B. Submit record manuals in quantities and in the format prescribed in the Division 1 specifications.

## 2.3 CLOSEOUT SUBMITTALS

A. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On USB drive, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

## PART 3 - EXECUTION

### 3.1 SITE VISITS

A. At all construction observations by the Architect/Engineer, the Contractor shall demonstrate to the Architect/ Engineer that all work is complete in accordance with the contract documents and that all systems have been tested and are fully operational. The Contractor shall furnish the personnel, tools and equipment required to inspect and test all systems.

END OF SECTION 260511

## SECTION 260512 - ELECTRICAL COORDINATION

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Refer to section 260510.

### PART 2 - PRODUCTS

#### 2.1 ELECTRICAL COORDINATION DRAWINGS

- A. Feeders over 100 Amps : The routing of main feeders is not shown on the drawings. Actual routing shall be determined by the contractor in accordance with the specifications and shall be coordinated with work by other trades. For underground lines, show all utility crossings.
- B. Drawing Format: Drawings shall be prepared at a scale of no less than 1/16"=1'-0" for feeder routes and 1/4"=1'-0" for electrical rooms/equipment yards. Drawing shall be titled to define Project Name, Drawing subject and date prepared. Drawings are to be prepared in AutoCAD 2007 or compatible software.

#### 2.2 EQUIPMENT REQUIRING ELECTRICAL SERVICE

- A. Provide electrical connections for all electrically driven equipment. Final connections are electrical work, except as otherwise noted. Obtain a copy of the shop drawings of equipment. Review shop drawings to verify electrical characteristics and to determine rough-in requirements, final connection requirements, location of disconnect switch, etc. Notify the General Contractor if the information received is ambiguous or incomplete. Keep a copy of these shop drawings at the project site throughout the course of construction.
- B. Equipment to be connected includes, but is not limited to the following:
  - 1. HVAC Equipment
  - 2. Fire Alarm System
- C. The design of circuits for electrically driven equipment is based on the product of one manufacturer and may not be representative of all acceptable manufacturers. If equipment furnished has differing characteristics, make necessary adjustments to circuit components at no additional cost to the Owner, subject to the approval of the Engineer.
- D. Provide motor starters and disconnects for all mechanical equipment unless provided by the mechanical contractor.

### PART 3 - EXECUTION

#### 3.1 COORDINATION OF MECHANICAL INSTALLATION:

- A. Attachment Number 1 shall be filled out and returned with shop drawing submittals. The intent of Attachment Number 1 is to ensure that the electrical requirements for equipment have been reviewed and coordinated by the Contractor. No electrical equipment shall be ordered, nor shall



rough-in begin, before this coordination has taken place. This document shall be returned appropriately marked whether or not any changes are deemed to be necessary by the contractor.

ATTACHMENT NO. 1

SHOP DRAWING COORDINATION AFFIDAVIT

I, the undersigned, certify that I have reviewed the equipment shop drawings for electrically driven equipment and that the accompanying electrical shop drawings reflect the requirements of the actual equipment to be furnished for use on this project. The following deviations from design drawings were required to serve the furnished equipment:

ITEM		CKT.DESIG.		BKR.SIZE		CONDUIT/WIRE		DISC.SIZE STARTER	
New	Old	New	Old	New	Old	New	Old	New	Old

---

NOTE: If no deviations are required please indicate by circling the appropriate answer above your signature.

PROJECT: \_\_\_\_\_ DEVIATIONS: Yes / No

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

IT IS THE RESPONSIBILITY OF THE DIVISION 26 CONTRACTOR TO OBTAIN SHOP DRAWING INFORMATION FROM OTHER TRADES. FAILURE TO PERFORM THE WORK REQUIRED BY THIS AFFIDAVIT, PRIOR TO ORDERING MATERIALS OR ROUGHING-IN, MAY RESULT IN IMPROPER CONNECTIONS BEING PROVIDED. THE EXPENSE OF CORRECTIVE MEASURES, IF REQUIRED, SHALL BE BORNE BY THE CONTRACTOR.

NOTE:  
 PANELBOARD SHOP DRAWINGS WILL NOT BE REVIEWED UNTIL THE ELECTRICAL CONTRACTOR COMPLETES AND SUBMITS THIS AFFIDAVIT TO THE ELECTRICAL ENGINEER.

END OF SECTION 260512

## SECTION 260519 – LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This section includes the requirements for the following:

1. Wire and cable for 600 volts and less.
2. Wiring connectors and connections.

#### 1.2 SUBMITTALS

A. Refer to section 260510.

#### 1.3 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### 1.4 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; current edition.
- B. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; current edition.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association, current edition.

### PART 2 - PRODUCTS

#### 2.1 WIRING REQUIREMENTS

- A. Concealed Dry Interior Locations: Use only THHN-2, THWN-2 or XHHW-2 wire in raceway.
- B. Exposed Dry Interior Locations: Use only THHN-2, THWN-2, or XHHW-2 in raceway.
- C. Above Accessible Ceilings: Use only THHN-2, THWN-2, or XHHW-2 in raceway.
- D. Wet or Damp Interior Locations: Use only THWN-2 or XHHW-2 in raceway.
- E. Exterior locations (above or below grade) THWN-2, XHHW-2 or USE in raceway.
- F. Use conductors not smaller than 12 AWG for power and lighting circuits.
- G. Use conductors not smaller than 14 AWG for control circuits.
- H. Metal Clad (MC) cable shall not be used unless prior approval has been granted by the

architect and engineer.

## 2.2 BUILDING WIRE

- A. Conductor: Copper.
- B. Insulation Voltage Rating: 600 volts.
- C. Temperature Rating: 90°C.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Pull all conductors into raceway at same time.
- B. Use suitable wire pulling lubricant for building wire 4 AWG and larger. Do not exceed manufacturers recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- D. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- E. Clean conductor surfaces before installing lugs and connectors.
- F. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- G. Use split bolt connectors or compression fittings for splices and taps on conductors 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- H. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- I. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- J. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values or UL 486A and UL 486B.
- K. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
- L. For each electrical connection/termination, provide a complete assembly of materials, including but not necessarily limited to, pressure connectors, terminals (lugs), electrical insulating tape, heat-shrinkable insulating tubing, cable ties, solderless wire nuts, and other materials necessary to complete splices and terminations. Torque all connections according to installation instructions.
- M. Motor connections shall be made with compression connectors forming a bolted in-line or

stub-type connection.

- N. Splicing of feeder conductors shall not be acceptable, unless specifically indicated on the drawing. Where splicing of feeder conductors is indicated, splices shall be made using compression type butt splice.
- O. All splices made underground or in the pipe basements shall be rated suitable for water immersion.
- P. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

### 3.2 LABELING

#### A. Color Coding

- 1. Color shall be green for grounding conductors and green with yellow stripe for isolated grounding conductors.
- 2. The color of the circuit conductors shall be as follows:

120/208 volt, 3-phase

Phase A - Black Phase B - Red Phase C - Blue  
Neutral - White

277/480 volt, 3-phase:

Phase A - Brown Phase B - Orange Phase C -  
Yellow Neutral - Gray

### 3.3 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA STD ATS, except Section 4.
- B. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION 260519

## SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Grounding and bonding components.
- B. Provide all components necessary to complete the grounding system(s) consisting of:
  - 1. Existing and new metal underground water pipe.
  - 2. Metal frame of the building.
  - 3. Steel water storage tank and supports.
  - 4. Concrete-encased electrode.

#### 1.2 SUBMITTALS

- A. Refer to section 260510.

#### 1.3 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

#### 1.4 REFERENCES

- A. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; current edition.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; current edition.
- C. NFPA 99 - Standard for Health Care Facilities; National Fire Protection Association; current edition.
- D. IEEE Standard 142 "Green Book" – Recommended Practices for Grounding of industrial and Commercial Power Systems; current edition.

#### 1.5 PERFORMANCE REQUIREMENTS

- A. Maximum grounding system resistance: 15 ohms.
- B. Services at power company interface points shall comply with the power company ground resistance requirements.

### PART 2 - PRODUCTS

#### 2.1 ELECTRODES

- A. Sectionalized steel with copper-welded exterior, 3/4" dia. x 10'. One 10-foot section shall be required at each ground rod location, unless as otherwise directed in this specification.

## 2.2 CONDUCTORS

- A. Bonding Jumper Braid: Copper braided tape, sized for application.
- B. Electrical Grounding conductors: Unless otherwise indicated, provide bare or green insulated stranded copper electrical grounding conductors sized according to NEC or as shown or specified. Provide green insulated for conductors sized No. 10 AWG and smaller.

## 2.3 GROUND CONNECTIONS

- A. Below Grade: Exothermic-welded type connectors.
- B. Above Grade:
  - 1. Bonding Jumpers: compression type connectors, using zinc-plated fasteners and external tooth lock washers.
  - 2. Ground Busbars: Two-hole compression type lugs using tin-plated copper or copper alloy bolts and nuts.
- C. Install exothermic connectors and terminals as recommended by the connector and terminal manufacturer for intended applications.
- D. Bolted clamp will not be accepted between grounding rods and ground conductors.

## 2.4 GROUND TERMINAL BLOCKS

- A. At any equipment mounting location (e.g. backboards and hinged cover enclosures) where rack-type ground bars cannot be mounted, provide screw lug-type terminal blocks.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify existing conditions prior to beginning work.
- B. Verify that final backfill and compaction has been completed before driving rod electrodes.

### 3.2 ELECTRICAL AND COMMUNICATION ROOM GROUNDING

- A. Building Earth Ground Busbars: Provide ground busbar hardware at each electrical and communication room and connect to pigtail extensions of the building grounding ring.

### 3.3 SECONDARY EQUIPMENT AND CIRCUITS

- A. Panelboards, Disconnects, Switchboards; Connect metallic conduits, which terminate without mechanical connection to the housing, by grounding bushings and grounding conductor to the equipment ground bus.
- B. Feeders and Branch Circuits: Install equipment grounding conductors with all feeders and power and lighting branch circuits, sized in accordance with Article 250 of NFPA 70.
- C. Boxes, Cabinets, Enclosures, and Panelboards:

1. Bond the equipment grounding conductor to each pullbox, junction box, outlet box, device box, cabinets, and other enclosures through which the conductor passes (except for special grounding systems for intensive care units and other critical units shown).
  2. Provide lugs in each box and enclosure for equipment grounding conductor termination.
  3. Provide ground bars in panelboards, bolted to the housing, with sufficient lugs to terminate the equipment grounding conductors.
- D. Receptacles shall not be grounded through their mounting screws. Ground with a jumper from the receptacle green ground terminal to the device box ground screw and the branch circuit equipment grounding conductor.
- E. Fixed electrical appliances and equipment shall be provided with a ground lug for termination of the equipment grounding conductor.
- F. Metallic Conduit: Metallic conduits which terminate without mechanical connection to an electrical equipment housing by means of locknut and bushings or adapters, shall be provided with grounding bushings. Connect bushings with a bare grounding conductor to the equipment ground bus.

### 3.4 INSTALLATION

- A. Install ground electrodes at locations indicated. Provide additional electrodes as required to achieve specified resistance to ground.
- B. Install nominal 10" diameter x 18" long fiberglass "water valve" type enclosure, with cover, over each ground rod. The top of ground rods shall be 12" below finished grade. The rod and exothermic connection to the grounding electrode conductor shall be accessible from within enclosure. Fill the lower 3" of enclosure with crushed rocks. Top of enclosure shall be flush with finished grade.

### 3.5 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA STD ATS except Section 4.
- B. Perform inspections and tests listed in NETA STD ATS, Section 7.13.
- C. Upon completion of installation of electrical grounding system, test resistance of each ground rod installation using the "Fall of Potential" method. Ground resistances shall be measured in normally dry conditions not less than 48 hours after rainfall and at low tide. Where tests show resistance to ground is over the specified value, take appropriate action to reduce resistance by driving additional sections of ground rods and then retest to demonstrate compliance. Tests shall be conducted in the presence of the Project Electrical Engineer. Provide forms to record the data as the tests are conducted. Forms shall be signed by the person conducting the test and included with project closeout documents.

END OF SECTION 260526

## SECTION 260529 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes the requirements for the following:
  - 1. Conduit and equipment supports.
  - 2. Anchors and fasteners.

#### 1.2 SUBMITTALS

- A. Refer to section 260510.

#### 1.3 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### 1.4 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; current edition.

### PART 2 - PRODUCTS.

#### 2.1 MATERIALS

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.
- C. Anchors and Fasteners:
  - 1. Do not use powder-actuated anchors.
  - 2. Concrete Structural Elements: Use precast inserts, expansion anchors, or preset inserts.
  - 3. Steel Structural Elements: Use beam clamps, steel spring clips, steel ramset fasteners, or welded fasteners.
  - 4. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
  - 5. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts or hollow wall fasteners.
  - 6. Solid Masonry Walls: Use expansion anchors or preset inserts.
  - 7. Sheet Metal: Use sheet metal screws.
  - 8. Wood Elements: Use wood screws.



## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
  - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
- B. Cutting or Holes:
  - 1. Locate holes in advance where they are proposed in the structural sections such as ribs or beams. Obtain the approval of the Architect prior to drilling through structural sections.
  - 2. Cut holes through concrete and masonry in new and existing structures with a diamond core drill or concrete saw. Pneumatic hammer, impact electric, hand or manual hammer type drills are not allowed, except where permitted by the Architect as required by limited working space.
- C. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- D. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- E. In wet and damp locations use steel channel supports to stand cabinets, disconnects and panelboards 1 inch (25 mm) off wall.
- F. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.
- G. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- H. Use adjustable steel channel fasteners for hung ceiling outlet box.
- I. Do not fasten boxes to ceiling support wires.
- J. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- K. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- L. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits
- M. Do not support conduit with wire, wire ties, or perforated pipe straps. Remove wire used for temporary supports.
- N. Do not attach conduit to ceiling support wires.

END OF SECTION 260529

## SECTION 260533 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Refer to section 260510

#### 1.2 QUALITY ASSURANCE

- A. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

#### 1.3 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); current edition
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); current edition
- C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC); current edition
- D. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; current edition
- E. NECA 101 - Standard for Installing Steel Conduit (Rigid, IMC, EMT); National Electrical Contractors Association; current edition
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; current edition

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Accept conduit on site. Inspect for damage
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

### PART 2 - PRODUCTS

#### 2.1 CONDUIT REQUIREMENTS

- A. Conduit Size: Comply with NFPA 70.
  - 1. Minimum Size: 3/4 inch
- B. Wet and Damp Locations:
  - 1. Exterior above ground and in pipe basements: RMC, IMC, or LFMC (LFMC shall be only used with restrictions, see conduit installation)
  - 2. Exterior below ground: RNC schedule 40
  - 3. Interior: RMC, IMC, or LFMC (LFMC shall be only used with restrictions, see conduit installation)
  - 4. Interior below grade: RNC schedule 40

5. Where RNC Schedule 40 is installed below grade or under floor slabs, the elbows required to turn the raceway up through the slab shall be RMC.

C. Dry Locations:

1. Concealed: Use EMT or FMC (FMC shall be only used with restrictions, see conduit installation)
2. Exposed: Use EMT or FMC (FMC shall be only used with restrictions, see conduit installation)
3. Interior below grade: RNC schedule 40

D. Area subject to physical damage: RMC, IMC, or LFMC (LFMC shall be only used with restrictions, see conduit installation)

1. "Areas subject to physical damage" shall be defined as the most stringent of the following:
  - a. Exposed conduit below eight feet above finished floor.
  - b. As interpreted by the authority having jurisdiction (AHJ).

## 2.2 METAL CONDUIT

A. Rigid Steel Galvanized Conduit (RMC): ANSI C80.1.

B. Intermediate Metal Conduit (IMC): ANSI C80.6.

C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

1. Fittings shall meet the requirements of UL 514B and ANSI/ NEMA FB1.
2. Standard threaded couplings, locknuts, bushings, and elbows: Only steel or malleable iron materials are acceptable. Integral retractable type IMC couplings are also acceptable.
3. Die-cast or pressure-cast zinc-alloy fittings or fittings made of "pot metal" are prohibited.
4. Locknuts: Bonding type with sharp edges for digging into the metal wall of an enclosure.
5. Bushings: Metallic insulating type, consisting of an insulating insert molded or locked into the metallic body of the fitting. Bushings made entirely of metal or nonmetallic material are not permitted.
6. Sealing fittings: Threaded cast iron type. Use continuous drain type sealing fittings to prevent passage of water vapor. In concealed work, install fittings in flush steel boxes with blank cover plates having the same finishes as that of other electrical plates in the room.

## 2.3 FLEXIBLE METAL CONDUIT

A. FLEXIBLE METAL CONDUIT (FMC) Description: Interlocked steel construction. Flexible metal conduit shall conform to UL 1.

B. Fittings: NEMA FB 1.

1. Conform to UL 514B. Only steel or malleable iron materials are acceptable.
2. Die-cast or pressure-cast zinc-alloy fittings or fittings made of "pot metal" are prohibited.
3. Clamp type, with insulated throat.

## 2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC) Description: Interlocked steel construction with PVC jacket. Liquid-tight flexible metal conduit: Shall Conform to UL 360.

B. Fittings: UL 514B and ANSI/ NEMA FB1.

1. Only steel or malleable iron materials are acceptable.
2. Die-cast or pressure-cast zinc-alloy fittings or fittings made of "pot metal" are prohibited.
3. Fittings must incorporate a threaded grounding cone, a steel or plastic compression ring, and a gland for tightening. Connectors shall have insulated throats.
4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.

2.5 ELECTRICAL METALLIC TUBING

A. ELECTRICAL METALLIC TUBING (EMT) Description: ANSI C80.3

B. Fittings and Conduit Bodies: NEMA FB 1; steel compression type.

1. Fittings shall meet the requirements of UL 514B and ANSI/ NEMA FB1.
2. Only steel or malleable iron materials are acceptable.
3. Die-cast or pressure-cast zinc-alloy fittings or fittings made of "pot metal" are prohibited.
4. Couplings and connectors: Concrete tight and rain tight, with connectors having insulated throats. Use gland and ring compression type couplings and connectors for conduit sizes 50mm (2 inches) and smaller.
5. Indent type connectors or couplings are prohibited.

2.6 NONMETALLIC CONDUIT

A. RIGID NONMETALLIC CONDUIT (RNC): Direct burial plastic conduit: Shall conform to UL 651 and UL 651A, heavy wall PVC or high density polyethylene (PE).

B. RNC: NEMA TC 2, schedule 40 PVC

C. Fittings shall meet the requirements of UL 514C and NEMA TC3

D. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.

2.7 EXPANSION AND DEFLECTION COUPLINGS

A. Conform to UL 467 and UL 514B.

B. Accommodate, 0.75 inch deflection, expansion, or contraction in any direction, and allow 30 degree angular deflections.

C. Include internal flexible metal braid sized to guarantee conduit ground continuity and fault currents in accordance with UL 467, and the NEC code tables for ground conductors.

D. Jacket: Flexible, corrosion resistant, watertight, moisture and heat resistant molded rubber material with stainless steel jacket clamps.

2.8 CORROSION PROTECTION

A. Corrosion protection for conduits passing through concrete slabs shall be by one of the following means: field-wrapped with 3M Scotchrap No. 50, 2-inch wide (minimum), with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify routing and termination locations of conduit prior to rough-in.
- B. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to provide a complete wiring system.

### 3.2 CONDUIT INSTALLATION

- A. All fire alarm cable shall be installed in metallic conduit. Coordinate with fire alarm system manufacturer for cable routing and quantities.
- B. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 101.
- C. Waterproofing: At floor, exterior wall, and roof conduit penetrations, completely seal clearances around the conduit and make watertight.
- D. Arrange supports to prevent misalignment during wiring installation.
- E. Arrange conduit to maintain headroom and present neat appearance.
- F. Route exposed conduit parallel and perpendicular to walls.
- G. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- H. Route conduit in and under slab from point-to-point.
- I. Maintain adequate clearance between conduit and piping.
- J. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- K. Cut conduit square using saw or pipecutter; de-burr cut ends.
- L. Bring conduit to shoulder of fittings; fasten securely.
- M. For power conduits install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one shot bender to fabricate bends in metal conduit larger than 2 inch (50 mm) size.
- N. For communication conduits install no more than the equivalent of two 90 degree bends between pull points. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one shot bender to fabricate bends in metal conduit larger than 2 inch (50 mm) size.
- O. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- P. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control, and expansion joints.
- Q. Seal the inside of all conduits where conduit passes below floor or outside of the building.

- R. Provide suitable pull string in each empty conduit except sleeves and nipples.
- S. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- T. Do not install FMC or LFMC in lengths over 6'.
- U. Use LFMC or FMC only to connect to equipment subject to vibration or to suspended light fixtures.
- V. Wherever possible, install horizontal raceway runs above water and drain piping. Give the right-of-way in confined spaces to piping that must slope for drainage and to larger HVAC ductwork and similar services that are less conformable than electrical services.
- W. Complete the installation of electrical raceways before starting installation of cables within raceways.
- X. Raceways shall not be installed exposed in finished spaces. Install concealed in walls, ceilings, below slab-on-grade or embedded in slabs above grade.

### 3.3 BOX INSTALLATION

- A. Boxes for Concealed Conduits:
  - 1. Flush mounted.
  - 2. Provide raised covers for boxes to suit the wall or ceiling, construction and finish.
- B. In addition to boxes shown, install additional boxes where needed to prevent damage to cables and wires during pulling in operations.
- C. Remove only knockouts as required and plug unused openings. Use threaded plugs for cast metal boxes and snap-in metal covers for sheet metal boxes.
- D. Outlet boxes in the same wall mounted back-to-back are prohibited. A minimum 24 inch, center-to-center lateral spacing shall be maintained between boxes.
- E. Minimum size of outlet boxes for ground fault interrupter (GFI) receptacles is 4 inches square by 2-1/8 inches deep, with device covers for the wall material and thickness involved.
- F. Clean all debris out of floor boxes.

### 3.4 IDENTIFICATION

- A. Stencil or install phenolic nameplates on covers of the boxes identified on riser diagrams; for example "SIG-FA JB No. 1"
- B. On all concealed junction box covers, identify the circuits with black marker. For exposed junction boxes use printed labels.

END OF SECTION 260533

## SECTION 260543 – UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUBMITTALS:

- A. Refer to section 260510.

### PART 2 - PRODUCTS

#### 2.1 DUCTBANKS

- A. Any grouping of conduits underground shall be considered a duct bank.
- B. Raceways shall be provided in accordance with specification 260533 Raceway and Boxes for Electrical Systems.
- C. Fittings for raceways shall be designed specifically for use with the type of raceway installed. All couplings or other connections shall be made tight and sealed to exclude water and concrete.
- D. Top, intermediate and bottom spacers of plastic, or other approved non-organic material, shall be provided to maintain a separation between raceways of not less than that shown on drawings. Spacers shall be of the type specifically intended for encased installations.

#### 2.2 HANDHOLES

- A. Handholes shall be constructed of steel reinforced 3,000 pound, 28-day strength concrete, or reinforced polymer concrete manufactured in molded structural shapes, on undisturbed or thoroughly compacted earth and shall conform with details and dimensions indicated on the drawings. Neoprene or other suitable water-stops shall be provided at all concrete construction joints.
- B. Locations of handholes shall be as dimensioned. Where no locating dimensions are given, handholes shall be approximately where shown, with possible interferences with other utilities, etc.
- C. Frames and covers for handholes shall be heavy duty, top quality, close grained gray cast iron or reinforced polymer concrete, both being milled to provide a true fit. Covers shall be equipped with drop lift handles and with the word "ELECTRIC" cast thereon. Type and style of frames and covers shall be as indicated on the drawings.
- D. Hardware shall be of gray cast iron or hot-dip galvanized steel.
- E. Water, mud, and trash shall be periodically pumped or otherwise removed from handholes by the Contractor until final acceptance of the work.
- F. Metal Frames and Covers: Shall be made of cast iron. Cast iron frames and covers shall meet Fed Spec. RR-F-621. Covers shall be rated AASHTO H20. The words "electric" shall be cast in the top face of the covers.

## 2.3 WARNING TAPE

- A. Provide a plastic warning tape in the backfill above all underground cables, conduits and duct banks. The tape shall be 3 inches wide, shall be bright, fade-resistant, red in color for power, yellow/orange in color for low voltage, and shall include an imprinted legend, "WARNING - BURIED HIGH VOLTAGE LINE", "WARNING - BURIED FIBER OPTIC LINE" or "WARNING - BURIED TELEPHONE LINE", as applicable., repeated continuously throughout the entire length. Tape shall be buried 12 inches below top of trench.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Layout of duct banks is the responsibility of the Contractor. Coordinate layout with existing site conditions, the elevation of manhole openings and work by other trades. Duct lines shall be sloped to drain towards manholes and pull boxes, with a pitch of not less than 3 inches in 100 feet. For lines run between adjacent manholes or pull boxes, high point may occur in the middle of run.
- B. Excavation, Trenching and Backfilling: Provide as required to install duct banks in the manner indicated on the drawings and in accordance with the applicable sections of Division 31 through 33 of the specifications.
- C. Provide barricades with warning lights, around all trenches. Barricades shall be orange mesh type supported by rods driven into the earth. Barricades shall remain in place at all times, not just at night. Maintain the integrity and appearance of the barricades until the trenches have been backfilled and compacted.
- D. Clearance from Other Utilities: Do not install lines installed under this contract in the same trenches with other utilities. Maintain horizontal and vertical separation as required by ANSI C2.

### 3.2 INSTALLATION

- A. During construction, partially completed duct lines shall be protected from the entrance of debris such as mud, sand and dirt, by means of suitable conduit plugs. As each section of a duct line is completed from manhole to manhole, a testing mandrel not less than 12 inches long with a diameter 1/4-inch less than the size of the conduit, shall be drawn through each conduit, after which a brush having the diameter of the conduit, and having stiff bristles, shall be drawn through until the conduit is clear of all particles of earth, sand, and/or gravel; conduit plugs shall then be immediately installed.
- B. Install spacers every 5' along the duct run and at the midpoint and points of tangency of all bends. Anchor spacers to trench to ensure that the duct banks are held securely in place during concrete pours.
- C. Ducts shall be encased in concrete as shown on the drawings. Care shall be taken that no voids are left between ducts.
- D. Ducts crossing roadways and parking lots shall be reinforced as indicated on the drawings. Cutting and patching shall conform to the details shown on the Civil drawings. Engage the services of the paving and grading contractor to perform all cutting and patching.



- E. Install warning tape 12" below grade along the entire length of, and centered on duct banks.
- F. Bends: Except at conduit risers, changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, shall be accomplished by long sweep bends having a minimum radius of curvature of 25 feet. Sweep bends may be made up of one or more curved or straight sections or combinations thereof. Manufactured bends shall have a minimum radius of 48".
- G. Connections to Handholes: Connections shall be constructed to have a flared section adjacent to the manhole to provide shear strength. Underground structures shall be constructed to provide for keying the concrete envelope of the duct line into the wall of the structure. Vibrators shall be used when this portion of the envelope is poured to assure a seal between the envelope and the wall of the structure. Conduits shall terminate in end-bells where duct lines enter manholes.
- H. Connections at Pad Mounted transformers: Terminate encasement at underside of concrete pad.

### 3.3 RECONDITIONING OF SURFACES

- A. Ground covering and vegetation disturbed during installation, shall be restored to original elevation and condition.
- B. Sod or topsoil shall be preserved carefully and replaced after the backfilling is completed. Sod that is damaged shall be replaced by sod of quality equal to that removed. When the surface is disturbed in a newly seeded area, the restored surface shall be re-seeded with the same quantity and formula of seed as that use in the original seeding.

### 3.4 CABLE PULLING

- A. Pull cables down grade with the feed-in point at the handhole or buildings of the highest elevation. Use flexible cable feeds to convey cables through the handhole opening and into the conduit. Cable slack shall be accumulated at each handhole where space permits. Minimum allowable bending radii shall be maintained.
- B. Lubricants: For assisting in the pulling of cables shall be those specifically recommended by the cable manufacturer. The lubricant shall not be deleterious to the cable sheath, jacket, or outer coverings.
- C. Cable Pulling Tensions: Shall not exceed the maximum pulling tension recommended by the cable manufacturer.
- D. Grounding Conductor: Secondary cable runs, 600 volts and less, in non-metallic conduit shall, although not indicated, include an insulated copper equipment grounding conductor sized as required by the rating of the overcurrent device supplying the phase conductors.

END OF SECTION 260543

## SECTION 260553 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Refer to section 260510.

### PART 2 - PRODUCTS

#### 2.1 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on white background unless noted otherwise.
- B. Locations:
  - 1. Each electrical distribution and control equipment enclosure.
- C. Letter Size:
  - 1. Use 1/4 inch (6 mm) letters for identifying grouped equipment and loads.
- D. Labels: Embossed adhesive tape, with 3/16 inch (5 mm) white letters on black background. Use only for identification of individual wall switches, receptacles, and control device stations. Labels shall identify the panel and circuit number (Ex: PANEL: CIRCUIT).
- E. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
  - 3. UL 94 Flame Rating: 94V-0.
  - 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
  - 5. Color: burgundy.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

#### 3.2 INSTALLATION

- A. Install nameplates and labels parallel to equipment lines.
- B. Secure nameplates to equipment front using corrosion resistant screws.
- C. Secure nameplates to inside surface of door on panelboard that is recessed in finished locations.
- D. Provide name plates on all disconnects, panelboards, switchboards, switchgear, transformers,

and motor starters.

- E. Provide labels on all receptacles, light switches, and wall mounted occupancy sensors.

END OF SECTION 260553

SECTION 260574 - SHORT CIRCUIT, OVERCURRENT PROTECTION, ARC FLASH HAZARD ANALYSIS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes computer-based, fault-current and overcurrent protective device coordination studies. Protective devices shall be set based on results of the protective device coordination study.

- 1. Coordination of series-rated devices is permitted where indicated on Drawings.

1.2 SUBMITTALS

- A. Refer to section 260510.

1.3 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.

- B. Coordination-Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

- 1. Registered Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision and control of engineer.

1.4 REFERENCES

- A. Institute of Electrical and Electronics Engineers, Inc. (IEEE):

- 1. IEEE 141 – Recommended Practice for Electric Power Distribution and Coordination of Industrial and Commercial Power Systems
  - 2. IEEE 242 – Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
  - 3. IEEE 399 – Recommended Practice for Industrial and Commercial Power System Analysis
  - 4. IEEE 241 – Recommended Practice for Electric Power Systems in Commercial Buildings
  - 5. IEEE 1015 – Recommended Practice for Applying Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems
  - 6. IEEE 1584 – Guide for Performing Arc-Flash Hazard Calculations

- B. American National Standards Institute (ANSI):

- 1. ANSI C57.12.00 – Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
  - 2. ANSI C37.13 – Standard for Low Voltage AC Power Circuit Breakers Used in Enclosures
  - 3. ANSI C37.010 – Standard Application Guide for AC High Voltage Circuit Breakers Rated on a Symmetrical Current Basis

4. ANSI C 37.41 – Standard Design Tests for High Voltage Fuses, Distribution Enclosed Single-Pole Air Switches, Fuse Disconnecting Switches and Accessories
  5. ANSI C37.5 – Methods for Determining the RMS Value of a Sinusoidal Current Wave and Normal-Frequency Recovery Voltage, and for Simplified Calculation of Fault Currents
- C. The National Fire Protection Association (NFPA)
1. NFPA 70 - National Electrical Code, latest edition
    - a. NFPA 70E – Standard for Electrical Safety in the Workplace

## PART 2 - PRODUCTS

### 2.1 STUDIES

- A. The contractor shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E - Standard for Electrical Safety in the Workplace, reference Article 130.3 and Annex D.

### 2.2 DATA COLLECTION

- A. Contractor shall furnish all field data as required by the power system studies. The Engineer performing the arc flash hazard analysis studies shall furnish the Contractor with a listing of required data immediately after award of the contract. The Contractor shall expedite collection of the data to eliminate unnecessary delays and assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to the release of the equipment for manufacturing.
- B. Source combination may include present and future utility supplies, motors, and generators.
- C. Load data utilized may include existing and proposed loads obtained from Contract Documents provided by Owner or Contractor.
- D. Include fault contribution of existing motors in the study, with motors < 50 hp grouped together. The Contractor shall obtain required existing equipment data, if necessary, to satisfy the study requirements.

### 2.3 SHORT-CIRCUIT AND PROTECTIVE DEVICE EVALUATION STUDY

- A. Use actual conductor impedances if known. If unknown, use typical conductor impedances based on IEEE Standards 141, latest edition.
- B. Transformer design impedances and standard X/R ratios shall be used when test values are not available.
- C. Provide the following:
  1. Calculation methods and assumptions
  2. Selected base per unit quantities
  3. One-line diagram of the system being evaluated with available fault at each bus, and interrupting rating of devices noted
  4. Source impedance data, including electric utility system and motor fault contribution characteristics

5. Typical calculations
  6. Tabulations of calculated quantities
  7. Results, conclusions, and recommendations
- D. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each:
1. Electric utility's supply termination point
  2. Incoming switchgear
  3. Unit substation primary and secondary terminals
  4. Low voltage switchgear
  5. Motor control centers
  6. Standby generators and automatic transfer switches
  7. Branch circuit panelboards
  8. Other significant locations throughout the system
- E. For grounded systems, provide a bolted line-to-ground fault current study for areas as defined for the three-phase bolted fault short-circuit study.
- F. Protective Device Evaluation:
1. Evaluate equipment and protective devices and compare to short circuit ratings
  2. Adequacy of switchgear, motor control centers, and panelboard bus bracing to withstand short-circuit stresses
  3. Adequacy of transformer windings to withstand short-circuit stresses
  4. Cable and busway sizes for ability to withstand short-circuit heating
  5. Notify Owner in writing, of existing, circuit protective devices improperly rated for the calculated available fault current

#### 2.4 ARC FLASH HAZARD ANALYSIS

- A. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2004, Annex D.
- B. When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Alternative methods shall be presented in the proposal.
- C. The flash protection boundary and the incident energy shall be calculated at all significant locations in the electrical distribution system (switchboards, switchgear, motor-control centers, panelboards, busway and splitters) where work could be performed on energized parts.
- D. The Arc-Flash Hazard Analysis shall include all MV, 575v, & 480v locations and significant locations in 240 volt and 208 volt systems fed from transformers equal to or greater than 125 kVA.
- E. Safe working distances shall be specified for calculated fault locations based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm<sup>2</sup>.
- F. The Arc Flash Hazard analysis shall include calculations for maximum and minimum contributions of fault current magnitude. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume a minimum motor load. Conversely, the maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under

full-load conditions.

- G. Arc flash computation shall include both line and load side of main breaker calculations, where necessary.
- H. Arc Flash calculations shall be based on actual overcurrent protective device clearing time. Maximum clearing time will be capped at 2 seconds based on IEEE 1584-2002 section B.1.2.

## 2.5 REPORT SECTIONS

### A. Input Data:

- 1. Utility three-phase and line-to-ground available contribution with associated X/R ratios
- 2. Short-circuit reactance of rotating machines with associated X/R ratios
- 3. Cable type, construction, size, # per phase, length, impedance and conduit type
- 4. Bus duct type, size, length, and impedance
- 5. Transformer primary & secondary voltages, winding configurations, kVA rating, impedance, and X/R ratio
- 6. Reactor inductance and continuous ampere rating
- 7. Aerial line type, construction, conductor spacing, size, # per phase, and length

### B. Short-Circuit Data:

- 1. Source fault impedance and generator contributions
- 2. X to R ratios
- 3. Asymmetry factors
- 4. Motor contributions
- 5. Short circuit Kva
- 6. Symmetrical and asymmetrical fault currents

### C. Incident energy and flash protection boundary calculations:

- 1. Arcing fault magnitude
- 2. Device clearing time
- 3. Duration of arc
- 4. Arc flash boundary
- 5. Working distance
- 6. Incident energy
- 7. Hazard Risk Category
- 8. Recommendations for arc flash energy reduction

## PART 3 – EXECUTION

### 3.1 FIELD ADJUSTMENT

- A. Adjust relay and protective device settings according to the recommended settings table provided by the coordination study. Field adjustments to be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.
- B. Make minor modifications to equipment as required to accomplish conformance with short circuit and protective device coordination studies.
- C. Notify Architect / Engineer in writing of any required major equipment modifications.

- D. Following completion of all studies, acceptance testing and startup by the field engineering service division of the equipment manufacturer, a 2-year warranty shall be provided on all components manufactured by the engineering service parent manufacturing company.

### 3.2 ARC FLASH WARNING LABELS

- A. The vendor shall provide a 3.5 in. x 5 in. thermal transfer type label of high adhesion polyester for each work location analyzed.
- B. The label shall have an orange header with the wording, “WARNING, ARC FLASH HAZARD”, and shall include the following information:
  - 1. Location designation
  - 2. Nominal voltage
  - 3. Flash protection boundary
  - 4. Hazard risk category
  - 5. Incident energy
  - 6. Working distance
  - 7. Engineering report number, revision number and issue date
- C. Labels shall be machine printed, with no field markings
- D. Arc flash labels shall be provided in the following manner and all labels shall be based on recommended overcurrent device settings.
  - 1. For each 600, 480 and applicable 208 volt panelboards and disconnects, one arc flash label shall be provided
  - 2. For each motor control center, one arc flash label shall be provided
  - 3. For each low voltage switchboard, one arc flash label shall be provided
  - 4. For each switchgear, one flash label shall be provided
  - 5. For medium voltage switches one arc flash label shall be provided
- E. Labels shall be field installed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.

### 3.3 ARC FLASH TRAINING

- A. The equipment vendor shall train personnel of the potential arc flash hazards associated with working on energized equipment (minimum of 4 hours). Maintenance procedures in accordance with the requirements of NFPA 70E, Standard For Electrical Safety Requirements For Employee Workplaces, shall be provided in the equipment manuals. The training shall be certified for continuing education units (CEUs) by the International Association for Continuing Education Training (IACET).

END OF SECTION 260574



## SECTION 262400 –PANELBOARDS

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. See section 260510.

#### 1.2 QUALITY ASSURANCE

- A. Where switchboards or panelboards are used as service entrance equipment, they shall comply with all NEC and UL requirements for service entrance and a UL service entrance label shall be provided.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### 1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; current edition.
- B. NEMA PB 1 - Panelboards; National Electrical Manufacturers Association; current edition.
- C. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; National Electrical Manufacturers Association; current edition.
- D. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; current edition.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Eaton Electrical/Cutler-Hammer
- B. GE Industrial/ABB
- C. Square D
- D. Siemens

#### 2.2 PANELBOARDS

- A. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.
- B. Panelboard Bus: Copper (98% conductivity).
- C. Provide copper ground bus in each panelboard

- D. Enclosure: Interior - NEMA 1, Exterior locations – gasketed NEMA 4X, Kitchen - Stainless NEMA 1
- E. Cabinet Front: Flush cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock all keyed alike. Finish in manufacturer's standard gray enamel. Paint all hallway panels to match wall finish.
- F. All panelboards shall be hinged “door in door” type with:
  - 1. Interior hinged door with hand operated latch or latches as required to provide access to circuit breaker operating handles only, not to energized ports.
  - 2. Outer hinged door shall be securely mounted to the panelboard box with factory bolts, screws, clips or other fasteners requiring a tool for entry, hand operated latches are not acceptable.
  - 3. Push inner and outer doors shall open left to right.
- G. All panelboard shall have bolt-on style breakers.
- H. Provisions for future breakers shall be fully bussed complete with all necessary mounting hardware.

## 2.3 CIRCUIT BREAKERS

- A. For all circuit breakers 800 amps and smaller – Provide molded case circuit breakers: Thermal magnetic trip circuit breakers.
  - 1. Type SWD for lighting circuits.
  - 2. Type HACR for air conditioning equipment circuits.
  - 3. Class A ground fault interrupter circuit breakers where scheduled.
  - 4. Do not use tandem circuit breakers.

## 2.4 CONTROL WIRING

- A. Control wiring shall be 600 volt class B stranded SIS. Install all control wiring complete at the factory adequately bundled and protected. Wiring across hinges and between shipping units shall be Class C stranded. Size in accordance with NEC. Provide control circuit fuses. Provide integral power supply in switchgear for control power.

## 2.5 SHORT CIRCUIT CURRENT RATING:

- A. Devices which achieve the level of fault protection indicated by means of "series" or "integrated" rating shall not be acceptable unless specifically indicated on the drawings. All panelboards shall be fully rated.
- B. Minimum SSCR
  - 1. 208 Volt Panelboards: Minimum 10,000 amperes rms symmetrical unless noted otherwise on plans.
  - 2. 480 Volt Panelboards: Minimum 22,000 amperes rms symmetrical unless noted otherwise on plans.
  - 3. Match existing equipment short circuit current ratings.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1 and NECA 1.
- B. Install panelboards plumb. Install recessed panelboards flush with wall finishes.
- C. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no more than 4 inches (100 mm) above floor.
- D. Provide filler plates for unused spaces in panelboards.
- E. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads.
- F. Provide engraved plastic nameplates on all panelboards.
- G. Provide spare conduits out of each recessed panelboard to an accessible location above ceiling. Identify each as SPARE.
  - 1. Minimum spare conduits: 6 empty 1 inch conduits.
- H. Ground and bond panelboard enclosure according to Section 260526.
- I. Do not splice conductors in panelboard enclosure.
- J. Each section of two section panels shall contain only those conductors which originate in that section. Do not use panel as a wireway.
- K. Piggy-back or tandem type breakers shall not be used.
- L. Multi-pole breakers shall be common trip, with a single handle.

### 3.2 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA STD ATS, except Section 4.
- B. Perform inspections and tests listed in NETA STD ATS, Section 7.5 for switches, Section 7.6 for circuit breakers.

### 3.3 ADJUSTING

- A. Touch-up scratched or marred surfaces to match original finish.
- B. Clean all debris from panel interiors.

### 3.4 LABELING

- A. Provide nameplates on all electrical panels that new circuits are modified or installed. Indicate the following information:
  - 1. Panel name

2. Panel fed from
  3. Normal (Black with white letters), Emergency Critical (Orange with black letters), Emergency Equipment (Green with black letters), or Emergency Life safety (Yellow with black letters)
  4. Voltage, phase, wire
  5. Available fault circuit (main only)
  6. Date installed
- B. Provide a typed legend for all modified or new electrical panels. Update the panel board schedules after load balancing.
- C. Identify load served and location by room names assigned by user, not by room numbers on floor plans. Note spares and spaces as such.
- D. Provide ARC flash identification per NFPA 70E.

### 3.5 CLEARANCE AND WORKSPACE

- A. Maintain workspace and clearances as required by the NEC for the voltage encountered. No pipes or ducts shall pass above the outline of the panelboard. It shall be the responsibility of this Contractor to make sure that other trades do not encroach on this space.

END OF SECTION 262400

## SECTION 262726 – WIRING DEVICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This section includes the requirements for the following:

1. Receptacles.
2. Device plates.
3. Wall switches.
4. Wall dimmers.
5. Occupancy Sensors

#### 1.2 SUBMITTALS

A. Refer to section 260510.

#### 1.3 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### 1.4 OCCUPANCY SENSOR DRAWING

A. Drawing Format: Drawings shall be prepared at a scale of no less than 1/16"=1'-0". Drawing shall be titled to define Project Name, Drawing subject and date prepared. Drawings are to be prepared in AutoCAD 2017 or compatible software.

#### 1.5 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; current edition.
- B. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; current edition).
- C. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association; current edition.

### PART 2 - PRODUCTS

#### 2.1 APPROVED MANUFACTURERS

A. Acceptable manufacturers, contingent upon compliance with the contract documents, are as listed

below. Bidders shall carefully review the requirements listed in the technical specifications and only submit products that are equal or better. Equal products by other manufacturers are acceptable providing substitutions are submitted in accordance with requirements listed in the front end specifications and approved by the A/E. Bidders shall carefully review the front end documents and submit all information required to allow the A/E the ability to make a fully informed decision.

1. Cooper Wiring Devices
2. GE Industrial
3. Leviton Manufacturing, Inc
4. Hubbell, Inc
5. Lutron Electronics Inc
6. Wattstopper Inc
7. Schneider Electric
8. Legrand – Pass & Seymour
9. C.W. Cole & Company
10. Acuity Brands Lighting, Inc

## 2.2 RECEPTACLES

- A. Receptacles: Heavy Duty, Commercial Grade Receptacles.
1. Device Body: color by architect plastic, or Red for emergency power devices.
  2. Configuration: NEMA WD 6, type as specified and indicated.
  3. Type 5-20.
- B. GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. Feed through GFCI devices shall not be used. GFCI devices shall contain self-testing feature with power lockout if self-test fails.
- C. Special Purpose Receptacles: Provide heavy-duty type as indicated on the drawings.

## 2.3 WALL PLATES

- A. Cover Plates: Provide one piece wall plates for wiring devices, with ganging and cutouts as required. Provide blank wall plates for all un-used outlet boxes. Provide with metal screws for securing plates to devices, screw heads colored to match finish of plate. All plates shall be standard size, smooth stainless steel.

## 2.4 WALL SWITCHES

- A. Wall Switches: Heavy Duty, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.
1. Body and Handle: color by architect plastic with toggle handle.
  2. Ratings: Match branch circuit and load characteristics.
  3. Switch shall be rated for the horse power of the motor served.
- B. Switch Types: Single pole, double pole, 3-way, and 4-way.

## 2.5 WALL DIMMERS

- A. Electronic Wall Dimmers: Coordinate with electronic dimming driver requirements.

1. Body and Handle: plastic with slide adjuster.

## 2.6 OCCUPANCY SENSORS

- A. Ceiling Sensors: Dual Technology type.

1. Rating: Sensor rating shall be at least 125% of the connected load.
2. Sensor shall be ceiling mounted in such a way as to minimize coverage in unwanted areas.
3. Sensor shall consist of passive infrared and ultrasonic technologies for occupancy detection. Products that react to noise or ambient sound shall not be considered.
4. Passive Infrared Sensor shall provide high immunity to false triggering from RFI and EMI.
5. Ultrasonic Sensor shall adjust the detection threshold dynamically to compensate for constantly changing levels of activity and air flow throughout the controlled space.
6. Sensor shall be capable of operating normally with electronic ballasts, PL lamp systems and rated motor loads.
7. Sensor shall utilize automatically adjustable time delay and sensitivity settings.
8. Coverage of sensors shall remain constant after sensitivity control has been set. No automatic reduction shall occur in coverage due to the cycling of air conditioner or heating fans.
9. A bypass manual override shall be provided on each sensor.
10. All sensors shall have UL rated, 94V-0 plastic enclosures.

- B. Circuit Control Hardware – Where required.

1. Control Unit: Self-contained unit consisting internally of isolated load switching relay(s) and transformer to provide low-voltage power.
2. Control Unit shall provide power to a minimum of two sensors.
3. Relay Contacts shall have ratings as required for connected load.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that outlet boxes are installed at proper height.
- B. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- C. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

### 3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean debris from outlet boxes.

### 3.3 INSTALLATION

- A. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install devices plumb and level.
- C. Do NOT utilize back wiring on any wiring device.
- D. Install receptacles with grounding pole on top.
- E. Do not install receptacles within 6" of the edge of sinks.
- F. Connect wiring device ground terminal to outlet box with bonding jumper.
- G. All receptacles installed as listed below shall be GFCI type.
  - 1. Receptacles installed outdoors.
  - 2. Receptacles installed within six feet of sinks.
  - 3. Receptacles designated for electric drinking fountains.
  - 4. Receptacles designated for vending machines.
  - 5. Any other receptacles specifically indicated on the drawings.
  - 6. Receptacles installed in residential mechanical rooms.
- H. Install decorative plates in finished areas.
- I. Connect wiring devices by wrapping conductor around screw terminal.
- J. Provide screenprinted nylon wall plates that indicate the branch circuit to which the associated device is connected. Use 1/8" high black letters.
- K. Install switches with OFF position down.
- L. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- M. Do not share neutral conductor on load side of dimmers.

### 3.4 FIELD QUALITY CONTROL

- A. Perform all field inspection, testing, and adjusting specified in NETA STD ATS.
- B. Inspect each wiring device for defects.
- C. Verify that each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.
- F. Operate each wall switch with circuit energized and verify proper operation.
- G. Test each occupancy sensor and verify settings are appropriate for associated space.



### 3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. It shall be the contractor's responsibility to locate and aim occupancy sensors in the correct location required for complete and proper volumetric coverage within the range of coverage(s) of controlled areas per the manufacturer's recommendations. Rooms shall have ninety (90) to one hundred (100) percent coverage to completely cover the controlled area to accommodate all occupancy habits of single or multiple occupants at any location within the room(s). The locations and quantities of sensors shown on the drawings are diagrammatic and indicate only the rooms which are to be provided with sensors. The contractor shall provide additional sensors if required to properly and completely cover the respective room.
- C. Proper judgment must be exercised in executing the installation so as to ensure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference of structural components. The contractor shall also provide, at the owner's facility, the training necessary to familiarize the owner's personnel with the operation, use, adjustment, and problem solving diagnosis of the occupancy sensing devices and systems.

### 3.6 CLEANING

- A. It is anticipated that painting and other finish work may occur after device installation. Device plates shall not be installed until these activities are completed. Protect device and conductors by installing molded plastic cover.
- B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION 262726

## SECTION 264300 – SURGE PROTECTIVE DEVICES

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Refer to section 260510.

#### 1.2 QUALITY ASSURANCE

- A. Reference Standard: Comply with the latest edition of the applicable provisions and recommendations of the following, except as otherwise stated in this document:
  - 1. UL 1449 3rd Edition 2009 Revision
  - 2. UL 1283.
  - 3. ANSI/IEEE C62.41, Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.
  - 4. ANSI/IEEE C62.45, Guide for Surge Testing for equipment connected to Low-Voltage AC Power Circuits.
  - 5. IEEE 1100 Emerald Book.
  - 6. National Fire Protective Association (NFPA 70: National Electrical Code).

#### 1.3 WARRANTY

- A. Provide a 5 year product warranty

### PART 2 – PRODUCTS

#### 2.1 BASIS OF DESIGN

- A. Acceptable manufacturers, contingent upon compliance with the contract documents, are as listed below. Bidders shall carefully review the requirements listed in the technical specifications and only submit products that are equal or better. Equal products by other manufacturers are acceptable providing substitutions are submitted in accordance with requirements listed in the front end specifications and approved by the A/E. Bidders shall carefully review the front end documents and submit all information required to allow the A/E the ability to make a fully informed decision.
  - 1. Current Technology – or equal
  - 2. Acceptable Manufacturers: Current Technology, Liebert, & Schneider.

#### 2.2 ELECTRICAL REQUIREMENTS

- A. Declared Maximum Continuous Operating Voltage (MCOV) shall be greater than 115 percent of the nominal system operating voltage and in compliance with test and evaluation procedures outlined in the nominal discharge surge current test of UL1449 3<sup>rd</sup> Edition, section 37.7. MCOV values claimed based on the component's value or on the 30-minute 115% operational voltage test, section 38 in UL1449 will not be accepted.
- B. Unit shall have not more than 10% deterioration or degradation of the UL1449 3<sup>rd</sup> Edition

Voltage Protective Rating VPR) due to repeated surges. Unit shall have a monitoring option available to be able to test and determine the percentage of protective available at all times.

- C. Protection Modes: SVR(6kV, 500A) and UL1449 3<sup>rd</sup> Edition VPR(6kV, 3kA) for grounded WYE/delta and High Leg Delta circuits with voltages of (480Y/277), (208Y/120), (600Y/347) 3-Phase/4 wire and (120/240) Split phase/3 wire circuits shall be as follows and comply with test procedures outlined in UL1449 3<sup>rd</sup> Edition section 37.6.

System Voltage	Mode	MCOV	B3 Ringwave	C3 Comb. Wave	UL 1449 Second Edition VR Rating	UL 1449 Third Edition S VPR Rating
120/240	L-N	150	325/375	650/775	400/400	700/700
120/208	L-G	150	400/450	650/825	500/500	700/700
	N-G	150	350/350	500/500	500/500	900/900
	L-L	300	400/500	950/1250	700/700	900/900
277/480	L-N	320	550/600	1125/1225	900/900	1000/1000
	L-G	320	850/875	1075/1225	1000/1000	1200/1200
	N-G	320	700/700	900/900	800/800	1200/1200
	L-L	550	650/750	1950/2200	1500/1500	1800/1800

- D. Electrical Noise Filter- each unit shall include a high performance EMI/RFI noise rejection filter. Noise attenuation for electric noise shall be as follows using the MIL-STD-220B insertion loss test method.
1. 100 kHz at 44 db or better.
  2. All other frequencies should be 32 db or better.
- E. Each fuse shall be individually sealed in a manner that eliminates the potential for cross arcing.
- F. Each unit shall provide the following features:
1. Phase Indicator lights, Form C dry contacts, surge counter and audible alarm.
  2. Field testable while installed.
  3. Measuring capability to indicate the percent protective available in SPD.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. SPD shall be installed per manufacturer’s installation instructions with lead lengths as short (less than 24”) and straight as possible. Gently twist conductors together.
- B. Provide a circuit breaker in the electrical panel in accordance with manufacturer’s installation instructions.
- C. The UL 1449 Voltage Protective Rating (VPR) shall be permanently affixed to the SPD unit.
- D. The UL 1449 Nominal Discharge Surge Current Rating shall be a minimum of 20kA.

- E. The SCCR rating of the SPD shall be 200kAIC without requiring an upstream protective device for safe operation.
- F. The unit shall be listed as a Type 1 SPD, suitable for use in both Type 1 and Type 2 locations per UL1449 3<sup>rd</sup> Edition.

END OF SECTION 264300

## SECTION 265100 – LIGHTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This section includes the requirements for the following:

1. Interior luminaires and accessories.
2. Emergency lighting units.
3. Exit signs.
4. Luminaire accessories.

#### 1.2 SUBMITTALS

A. Refer to section 260510.

#### 1.3 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70 and NFPA 101.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### 1.4 REFERENCE STANDARDS

- A. ANSI C78.379 - American National Standard for Electric Lamps -- Reflector Lamps -- Classification of Beam Patterns; current edition.
- B. ANSI C78.377 – American National Standard for Electric Lamps – Specifications for the Chromaticity of Solid State Lighting Products.
- C. IESNA LM-63 - ANSI Approved Standard File Format for Electronic Transfer of Photometric Data and Related Information; current edition.
- D. IESNA LM-79-08 – Approved Method: Electrical and Photometric Measurements of Solid- State Lighting Products.
- E. IESNA LM-80-08 – Approved Method: Measuring Lumen Maintenance of LED Light Sources.
- F. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; National Electrical Contractors Association; current edition.
- G. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association; current edition.
- H. NFPA 70 - National Electrical Code; National Fire Protection Association, current edition.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of design is as scheduled on drawings. Acceptable manufacturers, contingent upon compliance with the contract documents, are as follows: Manufacturer A, Manufacturer B, Manufacturer C. Equal products by other manufacturers are acceptable providing substitutions are submitted in accordance with requirements listed elsewhere in the Bid Documents and approved by the A/E.
- B. Prior Approved Equal Manufacturer(s) are listed in lighting fixture schedule on drawings.
- C. LM-79 reports must be submitted with all proposed LED substitutions from Basis of Design, regardless of whether manufacturer is listed as an approved equal.

### 2.2 LUMINAIRES

- A. Furnish products as indicated in Schedule on plans.

### 2.3 EMERGENCY LED DRIVERS

- A. Regardless of catalogue number shown in fixture schedule, all fixtures indicated to be emergency type shall be provided with emergency type driver battery packs conforming to the following:
  - 1. Fixture Using Integral Emergency Driver/Battery Pack: Provide emergency driver installed within the fixture. The charging light and test switch shall be accessible/visible from below. Driver/Battery must be capable of operating fixture at 75% of fixture lumens for a minimum of 90 minutes. Drivers/batteries shall have full 5-year warranty.
  - 2. Fixture Using Remote Emergency Driver/Battery Pack: Provide Iota or Bodine emergency driver/battery pack installed remotely above accessible ceiling. Driver/Battery must be capable of operating fixture at 75% of fixture lumens for a minimum of 90 minutes. Drivers/batteries shall have full 5-year warranty.
- B. Integral emergency drivers/batteries shall be factory installed whenever possible.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install fixtures securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting).
- B. Install suspended luminaires and exit signs using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
- C. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
- D. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- E. Install recessed luminaires to permit removal from below.

- F. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating.
- G. Install clips to secure recessed grid-supported luminaires in place.
- H. Install wall mounted luminaires, emergency lighting units, and exit signs at height as indicated on Drawings.
- I. Install accessories furnished with each luminaire.
- J. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- K. Bond products and metal accessories to branch circuit equipment grounding conductor.
- L. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.

### 3.2 FIELD QUALITY CONTROL

- A. Perform field inspection in accordance with Section 01 40 00.
- B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

### 3.3 ADJUSTING

- A. Aim and adjust luminaires as indicated.
- B. Position exit sign directional arrows as indicated.

### 3.4 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Remove dirt and debris from enclosures.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finishes and touch up damage.

### 3.5 CLOSEOUT ACTIVITIES

- A. Demonstrate luminaire operation for minimum of two hours.

### 3.6 PROTECTION

- A. Replace/Repair luminaires that have failed at Substantial Completion.

END OF SECTION 265100