



## **Mechanical Construction IDC**

State Project No. H27-D295-CB

## **Blatt PE Center - Replace AHU#1**

State Project No. H27-N236-CB

## **Specifications**

May 23, 2017

Engineer's Project No. 16385

**Swygert & Associates**

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**CONSULTING ENGINEERS**

803-791-9300 p /  
P. O. Box 11686  
1325 State Street

803-791-0830 f  
Columbia, SC 29211  
Cayce, SC 29033

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**PROJECT NUMBER:** H27-D295-CB

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SE-655

# INVITATION FOR CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

**IDC PROJECT NAME:** Mechanical IDC for Construction Services
**REPRESENTATIVE PROJECT NAME (if applicable):** Blatt PE Center - Replace AHU #1
**IDC PROJECT NUMBER:** H27-D295-CB
**REPRESENTATIVE PROJECT NUMBER (if applicable):** H27-N236-CB
**PROJECT LOCATION:** Columbia, South Carolina
**BID SECURITY REQUIRED?** Yes ☒ No ☐

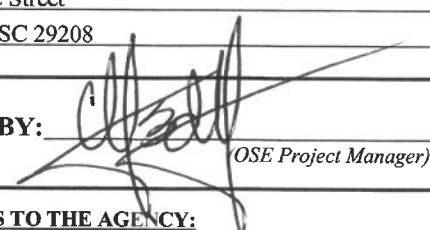
**DESCRIPTION OF CONSTRUCTION SERVICES** (Include Contractor License category/subcategory): Provide indefinite delivery of mechanical contracting services for all USC campuses. The basis for this award will be determined by low bid of an actual project (Blatt PE AHU #1 Replacement). The contractor shall possess a Mechanical Contractor's License with classifications AC(5), HT(5), PB (5). A total of 5 Mechanical contractors will be selected. Small and minority business participation is encouraged.

**CONTRACT INFORMATION**

1. The contract period of the awarded Indefinite Delivery Contract (IDC): 2 years
2. Maximum expenditures over the period of the awarded IDC: \$ \$1,000,000
3. Maximum single project expenditure that will be allowed under the awarded IDC: \$ 250,000
4. Maximum number of IDC's Agency may award under this solicitation: 5
5. Method Agency will use to award Delivery Orders under the awarded IDC: Low Bid
- ☐ 6. Minimum dollar value of services Agency will procure under each awarded IDC (Check box if Applicable): \$

**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** purchasing.sc.edu
**PLAN 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. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders **WILL** ☐ **WILL NOT** ☐ be via email or website posting.

**IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:**
**AGENCY:** University of South Carolina
**AGENCY PROJECT COORDINATOR:** Juaquana Brookins
**ADDRESS:** Street/PO Box: 743 Greene Street
City: Columbia
State: SC
ZIP: 29223-
**EMAIL:** jbrookin@fmc.sc.edu
**TELEPHONE:** 803.777.3596
**FAX:** 803.777.7334
**PRE-BID CONFERENCE:** Yes ☒ No ☐
**MANDATORY ATTENDANCE:** Yes ☐ No ☒
**PRE-BID DATE:** 6/6/2017
**TIME:** 11 am
**PLACE:** 743 Greene Street, Columbia, SC 29223
**BID CLOSING DATE:** 6/20/2017
**TIME:** 2 pm
**PLACE:** 743 Greene Street, Columbia, SC 29223
**BID DELIVERY ADDRESSES:**
**HAND-DELIVERY:**
Attn: Juaquana Brookins "Bid Enclosed"
743 Greene Street
Columbia, SC 29208
**MAIL SERVICE:**
Attn: Juaquana Brookins "Bid Enclosed"
743 Greene Street
Columbia, SC 29208
**APPROVED BY:**


(OSE Project Manager)

**DATE:** 5/24/17
**INSTRUCTIONS TO THE AGENCY:**

1. Submit a copy of the completed SE-655 to the OSE Project Manager in Word format.
2. If the IDC is using Low Bid of a Representative Project as the method of award, submit Page 2 of the SE-655 to OSE.
3. OSE Project Manager will review and send approved copy to SCBO and the Agency

**SE-656****INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES  
INDEFINITE DELIVERY CONTRACT**

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**AGENCY:** University of South Carolina

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**PROJECT NUMBER:** H27-D295-CB

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**PROJECT NAME:** Mechanical IDC

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**PROJECT LOCATION:** University of South Carolina campus wide

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**DESCRIPTION OF CONSTRUCTION SERVICES** *(Include Contractor License category/subcategory):* Provide indefinite delivery of mechanical construction services for all USC campuses. The basis for this award will be determined by low bid of an actual project( Blatt PE AHU #1 Replacement). The contractor shall possess a Mechanical Contractor's License with classifications AC(5), HT(5), PB (5).

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The above named Agency hereby solicits bids for the Construction Services Indefinite Delivery Contract shown above. The Invitation for Bids includes the advertisement (SE-655), bid form, Notice of Intent to Award Indefinite Delivery Contract (SE-670), Construction Services Indefinite Delivery Contract (SE-680), General Conditions to Construction Services Indefinite Delivery Contract (SE-685), drawings and specifications (if applicable), and all addenda issued prior to bid opening, all of which are collectively referred to herein as the Solicitation Documents.

The Invitation for Bids is issued pursuant to South Carolina Code § 11-35-3310 and the Manual for Planning and Execution of State Permanent Improvements, Part II (Manual).

**1. GENERAL INFORMATION**

- 1.1 Agency may award up to 5 Indefinite Delivery Contract(s) (IDC) under this solicitation provided the Agency receives and adequate number of responsive and responsible bids. In no event, will the Agency award more contracts than the number set forth in the previous sentence.
- 1.2 Work is to be performed at the following location(s): *(Insert location of work, e.g. a particular campus or campuses)*  
All USC campuses
- 1.3 The awarded IDC will be for a period not to exceed 2 years *(may not exceed 2 years)*.
- 1.4 The awarded IDC allows the Agency to award a total amount of work not to exceed \$ 1,000,000.00
- 1.5 Work awarded under the IDC will be awarded using form SE-690, Construction Services IDC Delivery Order. Agency will provide IDC awardees the opportunity to bid on all Delivery Orders for the services set forth in this Invitation.
- 1.6 The Agency may only award one Delivery Order per project to the contractor. However, a Delivery Order may be amended. A Delivery Order may only be amended in writing signed by both parties using form SE-695, Construction Services Delivery Order Modification.
- 1.7 Work awarded under the IDC for a single project may not exceed \$ 250,000.00.
- 1.8 Projects and Delivery Orders may not be divided to avoid the limits set forth in 1.6 and 1.7 above.
- 1.9 *(Check the block for the provision applicable to this solicitation)*
  - ☐ The minimum amount of work to be awarded under the IDC is \$ \_\_\_\_\_.
  - ☒ Agency does not guarantee a minimum amount of work, nor does it guarantee the size or quantity of any work that is awarded under the IDC.
- 1.10 Bidders will agree to perform work for the advertised discipline in the following manner: *(Check one)*
  - ☐ The cost of the work to the Agency will be determined using unit prices listed by the Bidder on its Bid Form. No other additions to the cost of the work will be permitted except the cost of Performance and Payment Bonds if required for specific Delivery Orders; or
  - ☒ The cost of the work to the Agency will be determined by competitive bidding of each Delivery Order among all contractors having an active contract that the Agency awarded pursuant to this Invitation for Bids.
- 1.11 Bidders must be properly licensed in the discipline and the Group Classification to permit an award up to the maximum individual project award set forth in 1.7. Successful bidder(s) must maintain this license for the term of the contract.

**SE-656****INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES  
INDEFINITE DELIVERY CONTRACT****2. SOLICITATION DOCUMENTS**

- 2.1 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. Agency will send all addenda modifying the Solicitation Documents to all plan holders of record.
- 2.2 By submitting a bid, Bidder represents that it has read and understands the Solicitation Documents. Bidders are expected to examine the Solicitation Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. 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 Agency's attention prior to bid opening. Bidder shall make any requests for substitution, questions, clarifications, or interpretations of the bid documents in writing to the Agency at least 10 days before the Bid Date. The Agency will not give oral instruction prior to bidding nor will any oral instructions to bidders be binding on the Agency.
- 2.3 The Agency will make corrections, interpretations, or changes that modify the Solicitation Documents by written addendum. As provided in Regulation 19-445.2042(B), if this solicitation provides for a pre-bid conference, nothing stated at the pre-bid conference shall change the Solicitation Documents unless a change is made by written addendum.
- 2.4 The Agency will not issue addenda later than 120 hours before the date and time specified in the advertisement for receipt of Bids except to withdraw the Invitation for Bids or to extend the date for receipt of bids.
- 2.5 When the date for receipt of Bids is postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, Agency will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written 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) calendar day after the date of issuance of the Addendum postponing the original Bid Date.

**3. BID PREPARATION**

- 3.1 Bidder shall submit its bid using the bid form included in the Solicitation Documents. Bidder shall fill in any blanks on the bid form legibly using an indelible medium. Bidder shall sign its bid in ink or other indelible media. Sums shall be expressed in figures.
- 3.2 Bidder shall not make stipulations or qualify its 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.
- 3.3 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, the bid form may set forth a list of subcontractor specialties for which Bidder is required to list only the subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out this Section may result in rejection of Bidder's bid as non-responsive.
- 3.4 Bid Security: *(Agency, check the block for the provision applicable to this solicitation)*
- ☐ Bidder is not required to submit Bid Security with its bid.
- ☒ Bid shall be accompanied by a Bid Security in an amount of not less than 5 %. The Bid Security shall be a bid bond or a certified cashier's check made payable to the Agency.
- 3.4.1 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Failure of the Bidder to enter into a contract with the Agency, furnish such bonds if required, or to correct any Bid deficiencies allowed by law, shall cause bid security to be forfeited to the Agency as liquidated damages, not as a penalty.
- 3.4.2 If Bidder submits a bid bond as its bid security, the bond shall be written on AIA Document A310, Bid Bond. The bid bond must be accompanied by a certified and current Power of Attorney for the attorney-in-fact who executes the bond on behalf of the surety company. The Bid Bond shall:
- a. Be issued by a Surety Company licensed to do business in South Carolina;

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INDEFINITE DELIVERY CONTRACT**

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- b. 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.
      - c. 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.
    - 3.4.3 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 3.4.
    - 3.4.4 The Agency will retain the Bid Security of those Bidders being considered for award until an IDC has been executed, all bids are rejected, or the time specified in the Solicitation Documents for holding bids open has elapsed, whichever is earlier.
  - 3.5 Submission of Bids: The Bidders shall submit their Bid, Bid Security, if any, and any other documents required by the Solicitation Documents to be submitted with the Bid, in a sealed opaque envelope. Unless hand delivered by the Bidder, the sealed envelope must be addressed to the Agency’s designated purchasing office as shown in the advertisement. The envelope shall be identified on the outside with the Project Name and Number, and the Bidder’s name and address. If the Bidder sends its bid to the Agency by mail or special delivery service (UPS, Federal Express, etc.), the envelope should be labeled “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 advertisement. Whether or not Bidders attend the bid opening, they shall give their bids to the Agency’s procurement officer or his/her designee as shown in the Advertisement prior to the time of the bid opening.
    - 3.5.1 Each copy of the Bid submitted to the Agency shall be signed by the person(s) legally authorized to bind the Bidder to a contract. If the Bid is submitted by an agent of the Bidder, a current Power of Attorney certifying the agent’s authority to bind the Bidder shall be attached to the bid.
    - 3.5.2 The Agency must receive Bids at the designated location before the time and date specified in the Solicitation Documents for receipt of Bids. The Agency will return bids received after the time and date for receipt of Bids unopened.
    - 3.5.3 The official time for receipt of Bids will be determined by reference to the clock designated by the Agency’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.
    - 3.5.4 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 at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.
  - 4. CONDUCT OF BID OPENING AND CONSIDERATION OF BIDS**
    - 4.1 Bid Opening:
      - 4.1.1 Agency will publicly open and read aloud Bids received on time.
      - 4.1.2 At Bid Opening, Agency will announce the date and location of the posting of the Notice of Intent to Award IDC.
      - 4.1.3 Agency will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the bid opening.

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INDEFINITE DELIVERY CONTRACT**

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- 4.1.4 If Agency determines to make an award, Agency will, after posting a Notice of Intent to Award IDC, send a copy of the Notice to all Bidders.
- 4.1.5 If only one Bid is received, Agency will open and consider the Bid.
- 4.2 Agency intends to award contracts in the number set forth in the Solicitation Documents to the lowest responsive and responsible bidders.
- 4.3 Bid Rejection: The Agency reserves the right to reject any and all bids.
- 4.3.1 Responsiveness:
- 4.3.1.1 The reasons for which the Agency will reject Bids include, but are not limited to:
- Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
  - Failure to deliver the Bid on time;
  - Failure to comply with Bid Security requirements, except as expressly allowed by law;
  - Listing an invalid electronic Bid Bond authorization number on the bid form;
  - Failure to bid an alternate, except as expressly allowed by law;
  - Failure to list qualified Subcontractors as required by law;
  - Showing any material modification(s) or exception(s) qualifying the Bid;
  - Faxing a Bid directly to the Agency or their representative; or
  - Failure to include a properly executed Power-of-Attorney with the Bid Bond.
- 4.3.1.2 The Agency 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 Agency, even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- 4.3.2 Bidder Responsibility: Agency will make a determination of Bidder's responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Agency to support the Agency's evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Agency, at its option, to determine the Bidder to be non-responsible.
- 4.4 Clarification: Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix D (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080]
- 5. TENDERING CONTRACT, CERTIFICATES OF INSURANCE, AND PERFORMANCE AND PAYMENT BONDS**
- 5.1 After expiration of the protest period, the Agency will tender a signed IDC to the successful Bidder(s). The Bidder(s) shall return the fully executed IDC to the Agency within seven (7) days thereafter. The Bidder(s) shall deliver the required proof of insurance and bonding capacity to the Agency not later than three (3) days following the date of execution of the IDC. Failure to deliver these documents as required shall entitle the Agency 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.
- 5.2 The IDC will be written on OSE form SE-680, Construction Services Indefinite Delivery Contract.
- 5.3 After the IDC is fully executed, the Agency may award work to the successful Bidder(s) by issuing a Delivery Order in the manner described in the SE-680 and SE-685, General Conditions to the SE-680.



**SE-656****INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES  
INDEFINITE DELIVERY CONTRACT****6. BIDDER CERTIFICATIONS****6.1 Certification of Independent Price Determination**

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

(a) 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—
  - (i) Those prices;
  - (ii) The intention to submit a bid; or
  - (iii) 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.

(b) 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 paragraphs (a)(1) through (a)(3) of this certification; or
- (2)
  - (i) 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 paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Bidder deletes or modifies paragraph (a)(2) of this certification, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6.2 Drug Free Workplace: By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.****6.3 Certification Regarding Debarment and Other Responsibility Matters:**

(a) (1) By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-

(i) Bidder and/or any of its Principals-

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) 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

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- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
    - (ii) 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.
  - (2) “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).
  - (b) 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.
  - (c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bid 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 nonresponsive.
  - (d) 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 paragraph (a) 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.
  - (e) The certification in paragraph (a) 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.
- 6.4 Ethics Certification: 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 South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 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 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, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.
- 6.5 Restrictions Applicable to Bidders and 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. (a) 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. (b) 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.*** (c) 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. Regulation 19-445.2165(C) broadly defines the term donor.

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INDEFINITE DELIVERY CONTRACT**

- 6.6 Iran Divestment Act Certification: (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. The list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
- 6.7 Open Trade Representation (Jun 2015): By submitting an Offer, Offeror represents that Offeror 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 SC Code Section 11-35-5300. [02-2A083-1]

**7. MISCELLANEOUS PROVISIONS**

- 7.1 Non-Resident Taxpayer Registration Affidavit - Income Tax Withholding:

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws 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.

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)

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, SC 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 (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

- 7.2 Contractor Licensing: Contractors and Subcontractors listed on the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed at the time of bidding.
- 7.3 Submitting Confidential Information: For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that 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 and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. 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. 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

**SE-656****INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES  
INDEFINITE DELIVERY CONTRACT**


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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, and (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. In determining whether to release documents, the State will detrimentally rely on Bidder’s marking of documents, as required by these bidding instructions, as being either “CONFIDENTIAL” or “TRADE SECRET” or “PROTECTED”. By submitting a response, 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”.

**7.4 Posting of Notice of Intent to Award IDC:**

Notice of Intent to Award, SE-670, will be posted at the following location:

Room or Area of Posting: Lobby

Building Where Posted: Facilities Center

Address of Building: 743 Greene Street, Columbia SC 29208

WEB site address (if applicable): <http://purchasing.sc.edu>

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

- 7.5 Protest of Solicitation or Award:** Any prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided. Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing (a) by email to [protest-ose@mso.sc.gov](mailto:protest-ose@mso.sc.gov), (b) by facsimile at 803-737-0639, or (c) 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.
- 7.6 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.
- 7.7 Installation Floater/Builder’s Risk Insurance:** Agency insures its property through the South Carolina Insurance Reserve Fund. The Insurance Reserve Fund will not name a third party as an additional insured nor will it allow the Agency to waive subrogation. Pursuant to Section H of the SE-680, Agency may require Bidder to provide an installation floater or builder’s risk insurance when issuing a Delivery Order under the IDC.
- 7.8 Tax Credit for Subcontracting with Disadvantaged Small Businesses:** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten 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. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. 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. 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. 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.

**SE-656****INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES  
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7.9 Performance & Payment Bonds: Pursuant to SC Code Ann § 11-35-3030, when the Agency awards a Delivery Order to the Indefinite Delivery Contractor in excess of \$50,000, the Contractor shall provide Performance and Payment Bonds each in the amount of 100% of the delivery order price. See Section H of the SE-680 for more details.

7.10 Other Special Conditions:

None

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7.11 Special documents required to be submitted with the bid for this project include:

None

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**Note: AIA Document A310**

**Contractor to Provide**

**Bid Bond**

**In the form of**

**AIA A310**

**SE-659****CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT  
REPRESENTATIVE PROJECT BID FORM***Bidders shall submit bids on only Bid Form SE-659.***BID SUBMITTED BY:** \_\_\_\_\_  
(Bidder's Name)**BID SUBMITTED TO:** University of South Carolina  
(Owner's Name)**FOR: PROJECT NAME:** Blatt PE Replace AHU #1**PROJECT NUMBER:** H27-N236-CB**OFFER**

§ 1. In response to the Invitation for Indefinite Delivery of 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 Owner 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 Section 11-32-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ **Bid Bond with Power of Attorney**      ☐ **Electronic Bid Bond**      ☐ **Cashier's Check**  
(Bidder check one)

§ 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 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 Owner.

§ 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 **REPRESENTATIVE PROJECT WORK DESCRIPTION** (as indicated in the Bidding Documents and generally described as follows): Replacement of a chilled water and steam VAV air handling unit and HW VAV terminal unites and associated electrical work.

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

(Bidder - insert Bid Amount for Representative Project on line above)

This bid price will be used to determine which bidders will receive award of an Indefinite Delivery Contract. The lowest responsive and responsible bidder will also receive a Delivery Order to perform the above described work at the price bid. Award and pricing of subsequent Delivery Orders shall be determined by competitive bidding between Indefinite Delivery Contractors receiving an award of an Indefinite Delivery Contract pursuant to this solicitation.

**SE-659****CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT  
REPRESENTATIVE PROJECT BID FORM**

§ 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)

§ 7. **LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED:** (Owner check box that applies.)

☐ Bidder shall list on Appendix A to this bid form those subcontractors which bidder intends to use to perform the work requiring the license classification and/or subclassification listed therein. Bidder shall only use the listed subcontractors in performance of such licensed work.

☒ Bidder is not required to list subcontractors.

§ 8. **TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES – INDEFINITE DELIVERY CONTRACT**

Bidder agrees that the Date of Commencement of any contract awarded pursuant to the Invitation for Bids shall be established in the Agreement for Indefinite Delivery of Construction Services to be executed by the Owner and the successful Bidder. Bidder also agrees that individual Delivery Orders, if any, shall establish the Date of Commencement, the time to complete the Work included in the Delivery Order (or the completion date), and the amount, if any, the Owner shall retain from the compensation to be paid as Liquidated Damages for each calendar day the actual construction time required to complete the Work exceeds the specified or adjusted time for completion as provided in the Contract Documents.

§ 8.1 **TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES - REPRESENTATIVE PROJECT**

- 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 Owner. Bidder agrees to substantially complete the Work within 60 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 Owner shall retain as Liquidated Damages the amount of \$ 200.00 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.



**SE-659****CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT  
REPRESENTATIVE PROJECT BID FORM****§ 9. 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 execution of the Construction Services Indefinite Delivery Contract 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 execution of the Construction Services Indefinite Delivery Contract.

**§ 10. 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, included in the Bidding Documents.

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

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

**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 Instructions to Bidders, is expressly incorporated by reference.**

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

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

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

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

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

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

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

# SE-659 – APPENDIX A

## CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT

### REPRESENTATIVE PROJECT BID FORM

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

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed: <b>SUBCONTRACTOR CLASSIFICATION</b> <b>By License Classification and/or Subclassification</b> <i>(Completed by Owner)</i>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME</b> <i>(Must be completed by Bidder)</i>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</b> <i>(Requested, but not Required)</i>
<b>BASE BID</b>		

#### INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Completing the form above:
  - a. **First Column:** The Owner fills out this column which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license classifications or subclassifications listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
  - b. **Second and Third Columns:** In these columns the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Agency in the First Column. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should 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 more 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. 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) are not subcontractors and Bidder should not insert their names in the spaces provided on the Bid Form. Likewise, Bidder should not insert the names of sub-subcontractors in the spaces provided on the Bid Form but only the names of those entities with which Bidder will contract directly.
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who are qualified to perform the work of the listed specialties as specified in the Bidding Documents and who possess a South Carolina Contractor's license with the license classification and/or subclassification identified by the Owner in the first column on the left. 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, Bidder is qualified to perform the work of a classification listed and Bidder does not intend to subcontract such work, but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that classification.
5. **Use of Multiple Subcontractors:**
  - a. If Bidder intends to use multiple subcontractors to perform the work of a single classification listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the names 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 classification listing and to use one or more subcontractors to perform the remaining work for that classification listing, Bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **"and"**.
  - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a classification listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use 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 classification 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 for that specialty. Owner 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 Owner may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must use the listed entities to perform the work for which they are listed. Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Appendix A of the Bid Form except for one or more of the reasons allowed by the SC Code of Laws.
7. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.

**SE-680****CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT****AGENCY:** University of South Carolina**PROJECT NAME:** Mechanical IDC**PROJECT NUMBER:** H27-D295-CB**AGENCY PROCUREMENT OFFICER:** Juaquana BrookinsTHIS AGREEMENT is made this the \_\_\_\_ day of \_\_\_\_ in the year Two Thousand Seventeen by and between**NAME:** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_

hereinafter called the "Agency", and

**NAME:** University of South Carolina**ADDRESS:** 743 Greene StreetColumbia, South Carolina 29208

hereinafter called the "Contractor."

WHEREAS, the Agency solicited bids for construction services, for the work description below, for projects to be determined, on an as-needed basis:

**WORK DESCRIPTION:** Provide as needed indefinite delivery of mechanical construction services for all USC campuses.

WHEREAS, Contractor submitted a successful bid to provide the services described above on an as-needed basis.

NOWHEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Agency and Contractor (hereinafter jointly referred to as the "parties") agree as follows:

**A. Contract Term:**

1. The effective date of this agreement shall commence as of the date at the top of this page and the term shall extend until \_\_\_\_, 2019 (not to exceed two (2) years). The parties may not renew this agreement for an additional term nor may they extend the duration of this agreement by amendment or waiver.
2. Contractor proposals accepted by the Agency within the time limits of the contract may be completed by the Contractor even though the completion date may extend beyond the term of the contract.

**B. Contract Documents:**

1. Documents forming a part of the contract are:
  - a. This Agreement for Indefinite Delivery of Construction Services;
  - b. Invitation for Construction Services Indefinite Delivery Contract dated \_\_\_\_;
  - c. General Conditions to Construction Services Indefinite Delivery Contract, SE-685 (General Conditions);
  - d. Contractors completed IDC Bid Form SE-659;
  - e. Agency requests for proposals for construction services made pursuant to this contract;
  - f. Proposals issued by the contractor in response to the Agency's request for proposals;
  - g. Delivery Orders (SE-690) and Modifications (SE-695) issued by the Agency pursuant to this contract;
  - h. Project Manual issued with the Invitation for Construction Services Indefinite Delivery Contract, if any;
  - i. Addenda to the Invitation for Construction Services Indefinite Delivery Contract issued prior to the date of bid opening;
  - j. The following other documents:  
USC Supplemental Conditions for Construction Projects 4/2015
2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

**C. The Work:**

1. The Agency will request proposals for construction services on an as-needed basis. The scope of services will be within the general description of work set forth above and within the expenditure limits set forth in the Invitation for Construction Services Indefinite Delivery Contract. The Agency will award work by issuing the contractor a Delivery Order using form SE-690, Construction Services IDC Delivery Order. The method for requesting proposals and awarding Delivery Orders shall be in accordance with the procedures set forth in Part 4 of the General Conditions.
2. The Contractor shall not incur any expense chargeable to the Agency on or about the work of any Delivery Order assigned to this contract until the Delivery Order has been awarded and fully executed by both the Agency and the Contractor.

**D. Payment:**

Contractor shall make application for payment for work performed under Delivery Orders and the Agency shall make payment in the form and manner set forth in Part 4.3 of the General Conditions.

**E. Termination:**

The parties may terminate the contract only in the manner provided in Part 9 of the General Conditions.

**F. Dispute Resolution:**

The parties shall resolve all disputes in the manner provided in Part 5 of the General Conditions.

**G. Representatives:**

**1. Agency's Representative:**

Agency designates the individual listed below as its Representative, which individual has the authority and responsibility set forth in Part 2.2 of the General Conditions:

**NAME:** Jerry Knox

**TITLE:** Project Manager

**ADDRESS:** 743 Greene Street, Columbia, SC 29208

**TELEPHONE:** 803.777.3593 **FAX:** \_\_\_\_\_

**EMAIL:** KNOXJL3@mailbox.sc.edu

**2. Contractor's representative:**

Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Part 3.2 of the General Conditions:

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

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

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

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

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

3. Neither the Agency nor the Contractor shall change their representatives without ten days written notice to the other party.

**H. Insurance and Performance & Payment Bonds:**

The Contractor shall purchase and maintain insurance and provide Performance and Payment Bonds as set forth in Parts 3.18 and 3.19 of the General Conditions.

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**AGENCY:**

**BY:** \_\_\_\_\_  
(Signature of Representative)

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

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

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

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**CONTRACTOR:**

**BY:** \_\_\_\_\_  
(Signature of Representative)

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

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

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

**SE-685****GENERAL CONDITIONS TO CONSTRUCTION SERVICES INDEFINITE DELIVERY CONTRACT****AGENCY:** University of South Carolina**PROJECT NAME:** Mechanical IDC**PROJECT NUMBER:** H27-D295-CB**CONTRACTOR:** \_\_\_\_\_**1. GENERAL INFORMATION**

- 1.1 Contract Documents: The Contract Documents are identified in the Construction Services Indefinite Delivery Contract (the "Contract"). The Contract can only be modified by written agreement signed by both the Agency and the Contractor. The Contract Documents do not create a contractual relationship between the Contractor and any separate Contractor having a contract with the Agency; between the Agency and any subcontractor to the Contractor of any tier; or between any persons or entities other than the Agency and the Contractor.
- 1.2 Delivery Order: A Delivery Order is a written order issued by the Agency to the Contractor under the terms and conditions of the Contract, directing the Contractor to perform the work described therein. The Agency shall issue the Delivery Order on the SE-690, Construction Services IDC Delivery Order.
- 1.3 Contractor shall not incur any expense chargeable to the Agency on or about the work of any Delivery Order assigned to this contract until the Delivery Order has been awarded and fully executed by both the Agency and the Contractor.
- 1.4 The Contract is subject to strict expenditure and term limits set forth in State Law at S.C. Code Ann. § 11-35-3310 and further explained in the Manual for Planning and Execution of State Permanent Improvements, Part II (the "Manual"). Any modification to the Contract purporting to exceed these strict limits are null and void. The limits applicable to this Contract are set forth in Part I of the Invitation for Indefinite Delivery of Construction Services.
- 1.5 The Work: As used herein, the "Work" means any work required of or performed by the Contractor pursuant to each and every Delivery Order issued by the Agency under this Contract.

**2. AGENCY**

- 2.1 The term "Agency" means the Agency or the Agency's Representative.
- 2.2 Representative: The Agency's representative designated in Part G(1) of the agreement shall have the authority to bind the Agency with respect to all matters regarding the Contract and requiring the Agency's approval or authorization.
- 2.3 Information to the Contractor: The Agency shall furnish, with reasonable promptness, information requested by the Contractor that is necessary for the performance of the Contract Services and under the Agency's control. Any information or documentation provided by the Agency to the Contractor relating to the Project or Site is provided only for the convenience of the Contractor. The Agency makes no representation or warranty to as to the sufficiency, completeness, or accuracy of such information.
- 2.4 Utility Access and Use:  
☒ If this box is checked, the Agency shall allow the Contractor to use reasonable quantities of water and electricity for construction purposes without charge, as long as these utilities are available and in close proximity to the Work area. Contractor shall be conscientious in controlling excessive or frivolous use of the utilities or the Agency may charge the Contractor for wasteful usage.
- 2.5 Sanitary Facilities: *(Agency, check box that applies to this contract)*  
☐ The Contractor may use those sanitary facilities designated by the Agency in each Delivery Order as available for use.  
☒ The Contractor may not use the Agency's sanitary facilities. The Contractor shall provide sanitary facilities at the job site and maintain same in a clean and sanitary condition for the use of its employees and employees of its subcontractors for the duration of construction. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health and Environmental Control.

- 2.6 Permits, Assessments, and Easements: The Agency shall secure and pay for all building permits, zoning permits, assessments, and easements except as required by any Delivery Order issued under the terms of the contract
- 2.7 Agency's Architect-Engineer (A/E): The Agency may retain an independent A/E to prepare design documents for the work of a specific Delivery Order. In such event, the A/E will be a representative of the Agency during the performance of such work through final completion of such work. In the absence of an independent A/E, the Agency will assign one of its employees to act as A/E for the work of a particular Delivery Order. The Contractor shall cooperate with the A/E in the performance of its duties. The A/E will perform the following duties:
- a. The A/E will make periodic visits to the site during contract administration to become familiar with the progress of the work and to determine if the work is generally progressing in accordance with the contract documents.
  - b. The A/E will make recommendations to the Agency as to acceptance or rejection of the work and, upon the Agency's concurrence, communicate the acceptance or rejection of the work to the Contractor.
  - c. The A/E will review and approve or reject shop drawings and samples submitted by the Contractor showing details/finishes of the work proposed to be installed.
  - d. The decision of the A/E in all matters relating to design and interpretation of contract documents shall, subject to the provisions of Part 5 (Dispute Resolution) be final.
  - e. The A/E will not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the work nor acts or omissions of the Contractor, subcontractors or any other entity performing work on the site.
  - f. The A/E will review requests for payment, and make recommendations to the Agency for approval or rejection of all or part of the request.
  - g. The A/E will prepare change orders or change directives for review and approval by the Agency.
- 2.8 Construction by Agency: The Agency may do work with its own forces or award separate contracts for work on the same project as may be awarded by Delivery Order under this contract. The Contractor shall allow access to the site by the Agency's work force or separate Contractor(s), and shall cooperate in coordinating the progress of the work with the Agency. The Agency shall have the responsibility to coordinate the activities of the various Contractors working at the project location.

### **3. CONTRACTOR**

- 3.1 The term "Contractor" means the Contractor or the Contractor's Representative.
- 3.2 Representative: The Contractor's representative designated in Part G(2) of the Agreement shall have the authority to bind the Contractor with respect to all matters regarding the Contract and requiring the Contractor's approval or authorization.
- 3.3 Supervision and Performance of the Work: The Contractor shall supervise, perform, and direct the Work, using the professional skill, care, and attention reasonably required for similar projects. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating the Work, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract, and any Delivery Order issued under this Contract and shall complete the Work in accordance with the Contract Documents and deliver the Work to the Agency free and clear of all liens and claims. The Contractor shall, at all times during the progress the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the construction schedules agreed to in applicable Delivery Orders.
- 3.4 Employee Discipline: The Contractor shall enforce discipline and good order among the Contractor's and subcontractors' employees, and other persons carrying out the Work. Contractor shall be responsible to the Agency for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- 3.5 Safety: The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site of the Work or adjacent thereto.

- 3.6 Waste Materials and Rubbish: The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Work, the Contractor shall, to the Agency's satisfaction, remove from and about the site, all waste materials, rubbish, surplus material, and Contractor's tools, equipment, machinery.
- 3.7 Recycling: The Contractor shall give preference to the use of products containing recycled content in the performance of the Work. The Contractor shall cooperate with any recycling program established for the site of the work of any Delivery Order or available through the state or a political subdivision of the state.
- 3.8 Access to the Work: The Contractor shall provide the Agency with unrestricted access to the Work in preparation and progress wherever located.
- 3.9 Use of Site: The Contractor shall confine its operations to the portions of the site identified in each Delivery Order or otherwise approved by the Agency, and shall not unreasonably encumber the portions of the site used for the Work with materials, equipment, or similar items. The Contractor and all subcontractors shall use only such entrances to the Site as are designated by the Agency. During occupied hours, Contractor shall limit construction operations to methods and procedures that do not adversely affect the environment of occupied spaces within the Site, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting.
- 3.10 Correction of the Work:
- 3.10.1 The Agency shall have the right and authority to reject Work that does not conform to the Contract Documents. The Contractor shall promptly correct Work rejected by the Agency for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The provisions of this Section 3.10 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.
- 3.10.2 If the Contractor fails to correct the Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents or fails to carry out Work or provide information in accordance with the Contract Documents, the Agency may make written demand upon the Contractor to cure its defaults within seven days. Within seven days after receipt of the Agency's demand, the Contractor shall cure its defaults unless the default is such that it is not capable of cure within seven days. If the default is such that it is not capable of cure within seven days, the Contractor shall reach an agreement with the Agency on a plan to cure its defaults within five days after receipt of the Agency's demand. The Contractor shall commence and diligently and continuously pursue the cure of such defaults in accordance with the agreed plan. If the Contractor fails to cure its defaults as heretofore provided, the Agency may order the Contractor, in writing, to stop the Work, or any portion thereof, until the Contractor has eliminated the cause for such order or has provided the Agency with a plan for corrective action acceptable to the Agency. The right of the Agency to stop the Work shall not give rise to a duty on the part of the Agency to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.10.3 Correction after Substantial Completion: If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The Contractor's obligation set forth in this Part 3.10.3 is in addition to the Contractor's obligations under Part 3.12.
- 3.10.4 Nothing contained in this Part 3.10 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of such time period as described in this Section 3.10 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.
- 3.11 Manufacturers' Warranties: At Final Acceptance of the Work, the Contractor shall furnish the Agency two original complete sets of all manufacturers' warranties, guarantees, parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Work (collectively referred to as "*Manufacturers' Warranties*"), completed in favor of the Agency. These Manufacturers' Warranties are in addition to and not in lieu of the Contractor's warranty set forth in Part 3.12, and the Agency is entitled to look to the Contractor for remedy in all cases where the Contractor's warranty applies regardless of whether a Manufacturer's Warranty also applies. The Agency shall acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and the Contractor shall cause six (6) copies of an acknowledged set to be made and furnished to the Agency. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to the Agency than those terms that are standard for the applicable industries, and will either be issued in the first instance in the name of and for benefit of the Agency, or be in a freely assignable form and be assigned to the Agency without limitations.

- 3.12 Contractor Warranty: The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and Work will conform with the requirements of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Agency. The Contractor's warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or subcontractors, (iii) improper or insufficient maintenance or operation not the fault of the Contractor or those for whose acts the Contractor is responsible, or (iv) normal wear and tear under normal usage. If required by the Agency, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment and the recommended maintenance thereto to meet the requirements of this Part.
- 3.13 After completion of the Work but no later than the date of Substantial Completion, the Contractor shall submit operation and maintenance manuals, recommended spare parts lists, and copies of all warranties to the Agency. As-Built drawings shall be submitted no later than the Final Completion Date.
- 3.14 Compliance with Law:
- 3.14.1 The Contractor shall comply with and give all notices required by federal, state, county, and municipal laws, ordinances, regulations, and orders bearing on the performance by the Contractor of the duties or responsibilities under this Contract.
- 3.14.2 The Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention to the extent that the same results from its performance of the Work. The Contractor shall promptly, and in no event later than the close of the next business day following receipt, give notice to the Agency by telephone, with confirmation in writing, of receipt by the Contractor of any information relating to violations of laws, ordinances, rules, regulations, and orders.
- 3.15 Subcontractors:
- 3.15.1 The Contractor shall furnish in writing to the Agency for its approval the names of the subcontractors to whom the Contractor plans to award any portion of the Contract Services.
- 3.15.2 Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Contract Services to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Agency.
- 3.15.3 The Contractor shall be responsible to the Agency for acts and omissions of the subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, to the same extent as the acts or omissions of the Contractor hereunder.
- 3.15.4 The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. The list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- 3.16 Publicity: Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of agencies, without the prior written approval of the Agency.
- 3.17 Indemnification
- 3.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Agency and the Agency's agents and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the work of a Delivery Order, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 3.17.2 In claims against any person or entity indemnified under Part 3.17.1 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Part 3.17 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.



### 3.18 Insurance

3.18.1 Commercial General Liability, Business Automobile Liability, and Worker's Compensation: The Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Contractor from claims set forth below, which may arise out of or result from Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- (d) claims for damages insured by usual personal injury liability coverage;
- (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (g) claims for bodily injury or property damage arising out of completed operations; and
- (h) claims involving contractual liability insurance applicable to the Contractor's obligations under Part 3.17, Indemnification.

3.18.1.1 The insurance required by Part 3.18.1 shall be written for not less than the limits of liability specified below or required by law, whichever is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work set forth in Part 3.10 or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- (a) **COMMERCIAL GENERAL LIABILITY:**
  - (1) General Aggregate (per project) ..... \$1,000,000
  - (2) Products/Completed Operations ..... \$1,000,000
  - (3) Personal and Advertising Injury ..... \$1,000,000
  - (4) Each Occurrence..... \$1,000,000
  - (5) Fire Damage (Any one fire) ..... \$50,000
  - (6) Medical Expense (Any one person)..... \$5,000
- (b) **BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**
  - (1) Combined Single Limit ..... \$1,000,000 OR
  - (2) Bodily Injury & Property Damage (each) ..... \$750,000
- (c) **WORKER'S COMPENSATION:**
  - (1) State Statutory
  - (2) Employers Liability ..... \$100,000 Per Acc.  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Part 3.18.1. The umbrella policy limits shall not be less than \$5,000,000.

- 3.18.1.2 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, Contractor shall provide to the Agency a written endorsement to the Contractor's general liability insurance policy that:
- (i) names the Agency as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
  - (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insured have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
  - (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Agency as secondary and noncontributory.
- 3.18.1.3 Before commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Agency a signed, original certificate of liability insurance (ACORD 25). Consistent with this Part 3.18.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Agency as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Agency as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the Contractor's final request for payment for the Work and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Part 3.18.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 3.18.1.4 A failure by the Agency either (i) to demand a certificate of insurance or written endorsement required by Part 3.18.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Part 3.18.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

3.18.2 Property Insurance:

- 3.18.2.1 Builder's Risk Insurance: Unless otherwise specified in the Delivery Order, at the time of execution of a Delivery Order and before commencing work under that Delivery Order, Contractor shall purchase property insurance written on a builder's risk "all risk" or equivalent policy form on a replacement cost basis. Contractor shall maintain such property insurance until the Agency has made final payment for the work of the Delivery Order or until no person or entity other than the Agency has an insurable interest in the property required by this Paragraph 3.18.2 to be covered, whichever is later. This insurance shall include and be in an amount sufficient to cover at all times during the performance of the work of the Delivery Order, the interests of the Contractor, Subcontractors and Sub-subcontractors in the Delivery Order Project. The property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- 3.18.2.2 Equipment Breakdown Insurance: In the event the Contractor installs and runs and/or operates (whether for testing or other purposes) heating, air conditioning, and electrical machinery and equipment, the Contractor shall purchase and maintain equipment breakdown (boiler and machinery) insurance, which shall specifically cover such objects during installation and until final acceptance by the Agency. This insurance shall include interests of the Agency, Contractor, and subcontractors at any tier in the Work, and the Agency and Contractor shall both be named insured.
- 3.18.2.3 Before an exposure to loss may occur, the Contractor shall file with the Agency a copy of each policy that includes insurance coverage required by this Part 3.18.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

- 3.18.2.4 Waiver of Subrogation: The Agency and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 3.18.2 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor. The Agency or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees, each of the other, by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 3.19 Performance and Payment Bonds: Prior to beginning work on a Delivery Order, the Contractor shall deliver to the Agency a Performance Bond and a Labor & Material Payment Bond if the Contractor's agreed upon compensation for the Work of the Delivery Order exceeds \$50,000 or the Agency requests such bonds. Each bond shall be in the amount of 100% of the amount of the Delivery Order. The Contractor's Performance Bond shall be in the form of the SE-355, Performance Bond, and the Labor & Material Payment Bond shall be in the form of the SE-357, Labor & Material Payment Bond. The surety company providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property - Casualty." Contractor's failure to provide bonds as herein required shall be an event of default justifying the Agency, in its sole discretion, in terminating this Contract for cause.
- 3.20 Shop Drawings and Samples:
- 3.20.1 Contractor shall prepare or cause to be prepared shop drawings for fabricated items. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, brochures, and other data which are prepared by the Contractor, sub-Contractor, manufacturer, supplier, or distributor and depict that portion of the work. Shop drawings shall be submitted, reviewed, and approved by the Contractor prior to submitting to the Agency and A/E. Shop drawings approved by the Contractor shall bear a stamp denoting that they have been review and are "approved" or "approved as noted" or similar designation. Contractor shall submit the number of sets as specified in the Delivery Order plans or specifications or in the absence of a specification submit enough copies for the Agency to retain two copies plus the number desired to be returned to the Contractor. The Agency and A/E will review the shop drawings with reasonable promptness but only for conformity with the design.
- 3.20.2 Contractor shall submit samples as required by the Delivery Order. Samples are physical examples furnished by the Contractor of sufficient size and quantity to provide a good representation of the material proposed to be installed. Samples submitted will not be returned unless requested by Contractor and agreed to by the A/E. The Contractor shall pay shipping costs. The final installed product shall match the approved sample.
- 3.21 Inspection and Testing of Materials:
- 3.21.1 The Contractor shall leave uncovered all areas of work that will be covered that are called out in the construction documents to be left uncovered, or the Agency or A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Agency and A/E of the time requested for an inspection of areas to be covered.
- 3.21.2 If the Contractor covers areas that were to be left uncovered, the Contractor shall cause the area to be uncovered for inspection. After being inspected, the Contractor shall repair the area with craftsmen skilled in the appropriate trades needed for the repair at no additional cost to the Agency.
- 3.22 Substitutions:
- 3.22.1 The Contractor shall submit proposed substitutions to the Agency for the Agency's approval prior to execution of each Delivery Order.
- 3.22.2 Reference in the Contract Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use the products of other another manufacturer's provided it is an 'approved equal' that meets or exceeds the specification for the specified product. The Contractor must submit adequate information about the product to show that the submitted product meets the level of quality as the product specified.
- 3.22.3 The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval of the Agency.

- 3.23 Receiving and Storing Materials and Equipment: The Contractor shall have an authorized person or persons to receive all items delivered to the site of the Work and shall properly unload, check for completeness of shipment, and in-transit damage. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the contract documents or manufacturer's printed instructions for each product.
- 3.24 Schedule and Reports: Promptly after the Agency issues a Delivery Order, the Contractor shall present a construction schedule in a form satisfactory to the Agency. At intervals agreed upon in the Delivery Order, the Contractor shall update the schedule showing the actual progress of the work and adjustment in completion dates. If the work falls behind schedule, the Contractor shall present a plan for completion of the work by the scheduled date for completion.
- 3.25 Time for Completion:
- 3.25.1 Each Delivery Order signed by the Agency and Contractor shall set forth the time for completion of the Work specified therein. Contractor shall make a request for extension of time within seven days of the event giving rise to the request. The Contractor shall adequately document delays of the work that are due to circumstances beyond the control of the Contractor and shall submit the documentation to the Agency with any request for an extension. In the event of ongoing delay, the Contractor shall notify the Agency in its request for an extension of time that the cause of delay is ongoing. In such case, the Contractor shall supplement its request the cause of delay ends or the project is completed, whichever is sooner.
- 3.25.2 The Agency will review each request for time extension and equitably adjust the time for completion where (1) the event of delay actually impacted the critical path of the project and was beyond the control of the Contractor, and (2) completion of the Work was actually delayed.

#### 4. CONTRACT ADMINISTRATION

- 4.1 Delivery Order - Cost Proposal: From time to time, the Agency will request a cost proposal for specific work and provide the Contractor adequate project information necessary to prepare a cost proposal. The Contractor shall prepare a cost proposal to complete the Work as requested. Unless specified by the Agency in its request, the cost proposal shall include the time frame for completion of the work. The Contractor shall submit the cost proposal to the Agency within one week of the request or as otherwise agreed upon by the Agency. The cost proposal shall be prepared according to the following method: (*Agency, check box that applies to this contract*)

☐ **Multiplier** – Unless the Contractor proposes to provide work at a lower price, the Contractor shall use the multiplier, as bid, times the unit prices contained in the cost data guide specified in the contract documents, times the number of units of Work. The unit prices in the cost data guide include all labor, supervision, material, equipment, taxes, overhead (including but not limited to insurance, performance bond, and payment bond premiums), delivery, setup, installation, and profit. The Contractor may not add any additional mark-up to its price. If the Contractor chooses to subcontract some or all of the Work, the Contractor must still use its multiplier with the cost data guide for pricing the subcontracted work. However, if the work of the proposed Delivery Order is such that the Contractor may legally act as the sole prime Contractor under the licensing laws of this State and the subcontracted work (1) is outside the Contractor's license; (2) is outside the license of any subcontractor listed in Section 7 of the bid; (3) is outside the scope of services covered by the Contract; and (4) does not exceed 20% of the total value of the work of the proposed Delivery Order, the Contractor may include a markup not to exceed 13% on the price of such subcontracted work. If the Contractor proposes not to use its multiplier and the cost data guide as the basis for the price of its work or subcontracted work, it must document that the proposed price is lower than the price would be if the Contractor used the multiplier and cost data guide.

☐ **Unit Prices** – Unless the Contractor proposes to provide work at a lower price, the Contractor shall use the unit prices, as bid, times the number of units required for the Work to arrive at an extended price for that item of Work. The total of all extended prices becomes the Contractors price for the cost proposal. The unit prices include all labor, supervision, material, equipment, taxes, overhead (including but not limited to insurance), delivery, setup, installation, and profit. The Contractor may not add any additional mark-up to its price. If the Contractor chooses to subcontract some or all of the Work, the Contractor must still use the unit prices bid for pricing the subcontracted work. If the Contractor proposes not to use the unit prices bid as the basis for the price of its work or subcontracted work, it must document that the proposed price is lower than the price would be if the Contractor used the multiplier and cost data guide.

☒ **Low Bid** – The Agency shall competitively bid the Work against all eligible Indefinite Delivery Contractors. The Delivery Order bid price shall include all labor, supervision, material, equipment, taxes, overhead (including but not limited to insurance), delivery, setup, installation, and profit. Under this pricing method, the Agency will award the Delivery Order to the lowest bidder.

4.2 Changes in the Work of a Delivery Order:

- 4.2.1 Any changes in the work must be approved by the Agency and executed by using the SE-695, Construction Services IDC Delivery Order Modification. The SE-695 must be signed by the Contractor and Agency. Except when the Delivery Order was awarded on the basis of competitive bids, the cost of any change order shall be calculated using the same method as pricing the Delivery Order.
- 4.2.2 In the absence of a total agreement concerning the item(s) for a change order, a Construction Change Directive shall be used.
- 4.2.3 Agreed Overhead and Profit Rates:  
For any adjustment to the Delivery Order for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below 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. The allowable percentages for overhead and profit are as follows:
- .1 To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
  - .2 To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
  - .3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

4.3 Payments:

- 4.3.1 Contractor may submit monthly applications for payment for the Work of Delivery Orders scheduled to last two months or more in duration. Contractor shall submit only one application for payment for the Work of Delivery Orders scheduled to last less than two months in duration.
- ☒ 4.3.2 Delivery Orders Awarded by low bid: If the Contractor intends to submit more than one application for payment, the Contractor shall submit to the A/E, within ten days of Delivery Order award, a schedule of values allocating the entire Delivery Order Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the A/E may require. This schedule, unless objected to by the A/E, shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall base its monthly applications for payment on work completed up to the date of the application using the approved schedule of values. The sum of all payments to the Contractor shall not exceed the agreed upon cost of the work set forth in the Delivery Order as adjusted by subsequent modifications to the Delivery Order, if any.
- ☐ 4.3.2 Contractor shall base its applications for payment on work completed up to the date of the application using the units of measure and prices contained in the *(Agency, check box that applies to this Contract)*
- ☐ Unit price schedules in the cost data guide incorporated by the Contract Documents
- ☐ Unit price schedule in Contractors bid.
- 4.3.3 Contractor's applications for payment may include materials suitably stored on site for use in the Work provided the Contractor submits:
- a. Proof of purchase & delivery;
  - b. Documentation showing the location of the material;
  - c. Certificate of insurance for the material with adequate coverage showing the Agency as the certificate holder.
- 4.3.4 The Agency will make payments to the Contractor for completed work based on the actual units or quantity of work completed. The Agency will make payments on the undisputed amounts of an application for payment within 21 days of receipt of the application.
- 4.3.5 Subcontractor Payments (Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended): The Contractor shall pay each subcontractor no later than seven (7) days after receipt of payment from the Agency the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. By appropriate agreement with its subcontractors, the Contractor shall require each subcontractor to make payments to Sub-subcontractors in a similar manner.
- 4.3.6 If the Agency does not pay the Contractor within seven (7) days after the time established in Part 4.3.2 the undisputed amount of a payment request, then upon seven (7) additional days written notice to the Agency, the Contractor may stop the Work until the Contractor has received payment of the undisputed amount owing. The Contract Time and the Contract Sum shall be equitably adjusted by the amount of the Contractor's reasonable costs of shut down, delay and start-up, plus interest as provided for in the Contract Documents.

- 4.3.7 Retainage: The Agency, at its option, may withhold retainage as provided in S.C. Code Ann. § 11-35-3030(4).
- 4.3.8 Final Payment: Upon final payment by the Agency to the Contractor for the Work of a Delivery Order, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises shall vest in the Agency at no additional cost, free and clear of all any liens and encumbrances created or caused by the Contractor.
- 4.3.9 Withholding of Payments: Payments may be withheld to the extent of, and on account of (1) defective Work not remedied, or Work not performed in accordance with the Contract Documents; (2) claims filed by third parties; (3) failure of the Contractor to make payments promptly to the subcontractors for labor, materials, or equipment; (4) persistent failure to carry perform the Work in accordance with the Contract Documents; (5) failure by the Contractor to perform its obligations under the Contract Documents; or (6) a default by the Contractor under the Contract Documents. The Agency shall promptly notify the Contractor of any reason for withholding payment.
- 4.4 Delivery Order Completion and Closeout: Upon completion of all Work, the Contractor shall notify the Agency of its completion. The Agency shall schedule a Final Inspection and allow the Contractor to demonstrate that all equipment and systems operate as designed. The Agency may elect to have other persons, firms or agencies participate in the inspections. Projects exceeding the Agency's construction procurement certification level shall require an inspection by the Office of State Engineer (OSE) and the State Engineer's issuance of a Certificate of Occupancy. (The Contractor may find Agency construction certification limits on Procurement Services website at <http://procurement.sc.gov/PS/agency/PS-agency-audits.phtml>.) Final payment will not be due nor retained funds released until (1) the Agency agrees that the project is complete, (2) OSE or the Agency, which ever has authority, issues a Certificate of Occupancy, and (3) the Agency receives from the Contractor the following:
- Affidavit of payment of debts and claims;
  - Consent of Surety, if any, to final payment.

## **5. DISPUTES**

- 5.1 Both parties shall attempt to resolve disputes through good faith negotiations.
- 5.2 All disputes, claims, or controversies relating to the Contract, that cannot be resolved through good faith negotiations between the parties shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used herein, "the State" includes the Agency and the State Fiscal Accountability Authority.
- 5.3 Interest: Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Agency shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
- 5.4 Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
- 5.5 Continuation of Work: Pending final resolution of any dispute under this Contract, the Contractor will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the Agency will continue to make payments of undisputed amounts in accordance with the Contract Documents.

## **6. LIMITATION OF LIABILITY**

- 6.1 Notwithstanding any other provision of the Contract Documents, but subject to a duty of good faith and fair dealing, the Contractor and Agency waive Claims against each other for listed damages arising out of or relating to this Contract. This mutual waiver includes

- 6.1.1 For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) reasonable attorney's fees, (vii) any interest, except to the extent allowed by Part 5.3 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency, and (x) damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 6.1.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) reasonable attorney's fees, (vi) any interest, except to the extent allowed by Part 5.3 (Interest); (vii) unamortized equipment costs; and (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Agency.
- 6.2 This mutual waiver is applicable, without limitation, to all listed damages due to either party's termination in accordance with Part 9. Nothing contained in this Part 6 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 Part 3.17 (Indemnification).

## **7. Hazardous Materials**

- 7.1 Contractor's Responsibilities With Respect to Hazardous Materials: The scope of Work the Contractor is to perform pursuant to this Contract excludes any work or service of any nature associated or connected with the discovery, identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in, or nearby the site of the Work. When requesting cost proposals, the Agency will identify known Hazardous Materials or Mold on, in, or nearby the site of the Work. The Agency agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Site or brought into the Site by a party other than the Contractor or its subcontractors, other than those defined in the Delivery Order for the Work affected by the Hazardous Material or Mold, are not the Contractor's responsibility. Should the Contractor become aware, discover or based on reasonable evidence suspect the presence of Hazardous Materials or Mold beyond those addressed in the Delivery Order for the Work affected by the Hazardous Material or Mold, the Contractor will immediately cease work in the affected area, and will promptly notify the Agency of the conditions discovered. Should the Contractor stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the Contract Time will, should the Agency elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. The Contractor will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold.
- 7.2 Hazardous Materials Introduced to the Site by Contractor: If the Contractor, its subcontractors, and any party for whom they may be liable, introduces any Hazardous Materials to the Site then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, and/or other remedial action required by applicable law. If any Mold occurs within the Site as the result of the negligent implementation of the Project or the improper functioning of the Conservation Measures, then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, or other remedial action required by applicable law. Except as to the Contractor's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the Agency.

## **8. MISCELLANEOUS PROVISIONS**

- 8.1 Governing Law: This Contract shall be governed by the laws of South Carolina, except its choice of law rules.
- 8.2 Severability: If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 8.3 No Waiver: No course of dealing or failure of the Agency and/or the Contractor to enforce strictly any term, right or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 8.4 Rights Cumulative: Except as otherwise provided in this Contract, (i) rights and remedies available to the Agency and/or the Contractor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Agency and/or the Contractor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

- 8.5 Notices: Any notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be sent to the representatives identified in the Part G of the Agreement at the addresses provided therein. The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein provided for.
- 8.6 Economic Conflict of Interest: A Contractor shall not have or exercise any official responsibility regarding a public contract in which the Contractor, or a business with which he is associated, has an economic interest. A person working for Contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If Contractor is asked by any person to violate, or does violate, either of these restrictions, Contractor shall immediately communicate such information to the Agency Representative. The State may rescind, and recover any amount expended as a result of, any action taken or contract entered in violation of this provision. The terms “business with which he is associated,” “economic interest,” “family member,” “immediate family,” “individual with whom he is associated,” “official responsibility” and “person” have the meanings provided in S.C. Code Ann. § 8-13-100.
- 8.7 Illegal Immigration: Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to 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 subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))
- 8.8 Drug-Free Workplace: The Contractor certifies to the Agency that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 8.9 False Claims: According to the 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.
- 8.10 Non-Indemnification: Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations (§ 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)
- 8.11 Enforcement and Interpretation of Building Codes: As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Agency and OSE for resolution. When the amount of a Delivery Order exceeds the construction procurement certification of the Agency, the Contractor shall not commence the Work of the Delivery Order before receiving a copy of the Building permit issued by OSE. (The Contractor may find Agency construction certification limits on Procurement Services website at <http://procurement.sc.gov/PS/agency/PS-agency-audits.phtm>.)
- 8.12 Assignment: The Agency and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 8.13 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 SC Code Section 11-35-5300. [07-7A053-1]



## **9. SUSPENSION OR TERMINATION**

- 9.1 Agency Right of Suspension: The Agency may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Agency. Except in the event of suspension due to a default of the Contractor, the contract sum will be equitably adjusted to reflect reasonable costs actually incurred by the Contractor due to delay or interruption resulting from such suspension.
- 9.2 Agency Right of Termination:
- 9.2.1 Termination for Cause: If the Contractor defaults, persistently fails or neglects to perform the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the Contractor. If the Contractor fails to cure such default, failure, or neglect within fifteen days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract and take possession of the area at the Site affected by the Work.
- 9.2.2 Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work under an individual Delivery Order, or terminate this entire Contract, by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the Contractor for Work actually performed before the date of termination. No payments shall be made for Work not actually performed, and no payment shall be made or due for lost profits on account of Work not performed.
- 9.3 Contractor Right of Termination:
- 9.3.1 The Contractor may terminate the contract, or Delivery Order, if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the Contractor, for a period of time exceeding 60 consecutive calendar days due to a court order or other public authority having jurisdiction; or a Declared National emergency which requires the work to be stopped.
- 9.3.2 Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Part 3.4.7, if the Agency fails to make payments to the Contractor as set forth in Part 10 and any other applicable provisions of the Contract Documents, the Contractor may, upon thirty (30) days' prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all Work performed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Work for the Contract Services performed through the date thereof.

**SE-690**

**CONSTRUCTION SERVICES IDC DELIVERY ORDER**

**AGENCY:** University of South Carolina

**DELIVERY ORDER PROJECT NAME:** Blat PE Replace AHU #1

**DELIVERY ORDER PROJECT NUMBER:** H27-N236-CB

**STATE IDC PROJECT NUMBER:** H27-D295-CB

**CONTRACTOR:** \_\_\_\_\_

	<u>DELIVERY ORDER</u>	<u>CONTRACT</u>
<b><u>COST INFORMATION:</u></b>		
1. Maximum Total Amount of this IDC:		\$
2. Maximum Total Amount Allowed for Delivery Order:	\$	
3. Amount of this Delivery Order:	\$	
4. Total Amount of Previous Delivery Orders (including Modifications):		\$
5. IDC Total, Including this Delivery Order:		\$ 0.00
6. Balance Remaining for this IDC:		\$ 0.00

<b><u>SCHEDULE:</u></b>	
1. Date of Commencement:	
2. Days Allowed	
3. Date of Substantial Completion:	

**DESCRIPTION OF DELIVERY ORDER SCOPE OF WORK:** *(attach Contractor's Proposal)* \_\_\_\_\_

**LIST OF DELIVERY ORDER DOCUMENTS:** *(refer to attachments as necessary)* \_\_\_\_\_

The Agency and the Contractor hereby agree, as indicated by the signatures below, to the scope of work identified in the Contract Documents listed above, the Contractor's Cost Proposal dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, and this Delivery Order which shall be assigned to the Indefinite Delivery Contract identified above.

**NOTICE TO PROCEED** is hereby given on this the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_. The Dates of Commencement and Substantial Completion are as noted above and shall be used for determining completion and the applicability of Liquidated Damages. Liquidated Damages in the amount of \$ \_\_\_\_per day will be assessed for failure to complete the Work by the agreed upon date of completion. Failure to commence actual work on this Delivery Order within seven (7) days from the Date of Commencement will entitle the Agency to consider the Contractor non-responsible, and may withdraw this Delivery Order and terminate the Contract in accordance with the Contract Documents.

<u>AGENCY:</u>	<u>CONTRACTOR</u>
<b>BY:</b> _____ <i>(Signature of Representative)</i>	<b>BY:</b> _____ <i>(Signature of Representative)</i>
<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Print Title:</b> _____	<b>Print Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**COMPLETION CONFIRMATION BY AGENCY:**

**ACTUAL COMPLETION DATE:** \_\_\_\_\_ **LIQUIDATED DAMAGES ASSESSED:** \_\_\_\_\_

**CONFIRMED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
*(Signature of Agency Representative)*

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

SE-695

MODIFICATION NO.: \_\_\_\_\_

**CONSTRUCTION SERVICES IDC DELIVERY ORDER MODIFICATION****AGENCY:** University of South Carolina**DELIVERY ORDER PROJECT NAME:** Blat PE Replace AHU #1**DELIVERY ORDER PROJECT NUMBER:** H27-N236-CB**STATE IDC PROJECT NUMBER:** H27-D295-CB**CONTRACTOR:** \_\_\_\_\_**COST INFORMATION:**

1. Maximum Total Amount of this IDC:
2. Maximum Total Amount Allowed for Delivery Order:
3. Current Amount of this Delivery Order:
4. Amount of this Modification:
5. Adjusted Amount of this Delivery Order
6. IDC Total (Sum of all Delivery Orders, including this DO) Prior to this Modification:
7. IDC Total (Sum of all Delivery Orders) Including this Modification:
8. Balance Remaining for this IDC:

**DELIVERY ORDER****CONTRACT**

		\$
\$	0.00	
		\$
		\$ 0.00
		\$ 0.00

**SCHEDULE:**

1. Date of Commencement:
2. Previous Days Allowed
3. Additional Days Allowed with this Modification
4. Revised Date of Completion:


**DESCRIPTION OF DELIVERY ORDER SCOPE MODIFICATION:** *(attach Contractor's Proposal)* \_\_\_\_\_**LIST OF MODIFICATION DOCUMENTS:** *(refer to attachments as necessary)* \_\_\_\_\_

The Agency and the Contractor hereby agree, as indicated by the signatures below, to the revised scope of work identified in the Modification Documents listed above, the Contractor's Cost Proposal dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, and this Delivery Order Modification, which shall be assigned to the Indefinite Delivery Contract identified above.

**AGENCY:****BY:** \_\_\_\_\_  
*(Signature of Representative)***PRINT NAME:** \_\_\_\_\_**PRINT TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**CONTRACTOR****BY:** \_\_\_\_\_  
*(Signature of Representative)***PRINT NAME:** \_\_\_\_\_**PRINT TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_

## USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

### WORK AREAS

1. The Contractor shall maintain the job site in a safe manner at all times. This includes (but is not limited to) the provision and/or maintenance of lighting, fencing, barricades around obstructions, and safety and directional signage.
2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies, stairs and exterior walks. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the work area. Providing safe, accessible, plywood-shielded pedestrian ways around construction may be required if a suitable alternative route is not available.
3. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractor's work vehicles. The lay-down area will be clearly identified to the contractor by the Project Manager, with a sketch or drawing provided to USC Parking Services. In turn, Parking Services will mark off this area with a sign containing the project name, Project Manager's name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the Project Manager. The area will be maintained in a neat and orderly fashion.
4. Work vehicles parked in the lay down area (or designated parking areas) will be clearly marked and display a USC-furnished placard for identification. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage. Refer to the CAMPUS VEHICLE EXPECTATIONS (below) for additional information.
5. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied on a regular basis. Construction waste must not be placed in University dumpsters. The construction site must be thoroughly cleaned with all trash picked up and properly disposed of on a daily basis and the site must be left in a safe and sanitary condition each day. The University will inspect job sites regularly and will fine any contractor found to be in violation of this requirement an amount of up to \$1,000 per violation.
6. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

### PROJECT FENCING

7. All construction projects with exterior impacts shall have construction fencing at the perimeter. Fencing shall be 6' chain link with black or green privacy fabric (80-90% blockage). For fence panels with footed stands, sandbag weights shall be placed on the inside of the fence. Ripped sandbags shall be replaced immediately.
8. For projects with long fencing runs and/or high profile locations, decorative USC banners shall be used on top of privacy fabric; banners should be used at a ratio of one banner for every five fence panels. USC Project Manager will make arrangements for banner delivery for Contractor to hang.
9. The use of plastic safety fencing is discouraged and shall only be used on a temporary basis (less than four weeks) where absolutely necessary. Safety fencing shall be a neon yellow-green, high-

visibility fencing equal to 'Kryptonight' by Tenax. Safety fencing shall be erected and maintained in a neat and orderly fashion throughout the project.

10. Vehicles and all other equipment shall be contained within a fenced area if they are on site for more than 3 consecutive calendar days.

#### BEHAVIOR

11. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited.
12. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
13. Contractor's employees must adhere to the University's policy of maintaining a drug-free and tobacco-free campus.

#### HAZARDOUS MATERIALS & SAFETY COMPLIANCE

14. A USC Permit to Work must be signed prior to any work being performed by the general contractor or sub-contractor(s).
15. The contractor will comply with all regulations set forth by OSHA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). Upon request, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
16. Contractor must notify the University immediately upon the discovery of suspect material which may contain asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
17. In the event of an OSHA inspection, the Contractor shall immediately call the Facilities Call Center, 803-777-4217, and report that an OSHA inspector is on site. An employee from USC's Safety Unit will arrive to assist in the inspection.

#### LANDSCAPE & TREE PROTECTION

18. In conjunction with the construction documents, the USC Arborist shall direct methods to minimize damage to campus trees. Tree protection fencing is required to protect existing trees and other landscape features to be affected by a construction project. The location of this fence will be evaluated for each situation with the USC Arborist, Landscape Architect and Project Manager. Tree protection fencing may be required along access routes as well as within the project area itself. Fence locations may have to be reset throughout the course of the project.
19. The tree protection fence shall be 6' high chain link fence with 80-90% privacy screening unless otherwise approved by USC Arborist and/or Landscape Architect. If the tree protection fence is completely within a screened jobsite fence perimeter, privacy fabric is not required. In-ground fence posts are preferred in most situations for greater protection. If utility or pavement conflicts are present, fence panels in footed stands are acceptable. See attached detail for typical tree protection fencing.
20. No entry, vehicle parking, or materials storage will be allowed inside the tree protection zone. A 4"

layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.

21. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following protective measures shall be taken:
  - a. For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over 4" of mulch.
  - b. For single loads over 9,000 lbs., two layers of 3/4" plywood shall be placed over 4" of mulch.
  - c. Plywood sheets shall be replaced as they deteriorate or delaminate with exposure.
  - d. For projects requiring heavier loads, a construction entry road consisting of 10' X 16' oak logging mats on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
22. Damage to any trees during construction shall be assessed by the USC Arborist, who will stipulate what action will be taken for remediation of damage. The cost of any and all remediation will be assumed by the contractor at no additional cost to the project. Compensation for damages may be assessed up to \$500 per caliper inch of tree (up to 8") and \$500 per inch of diameter at breast height (for trees over 8").
23. Damage to trunks and limbs, as well as disturbance of the root zone under the dripline of tree, including compaction of soil, cutting or filling, or storage of materials, shall qualify as damage and subject to remediation.
24. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

#### TEMPORARY FACILITIES

25. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
26. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

#### CAMPUS KEYS

27. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.

#### WELDING

28. A welding (hot work) permit must be issued by the University Fire Marshall before any welding can begin inside a building. The USC Project Manager will coordinate.

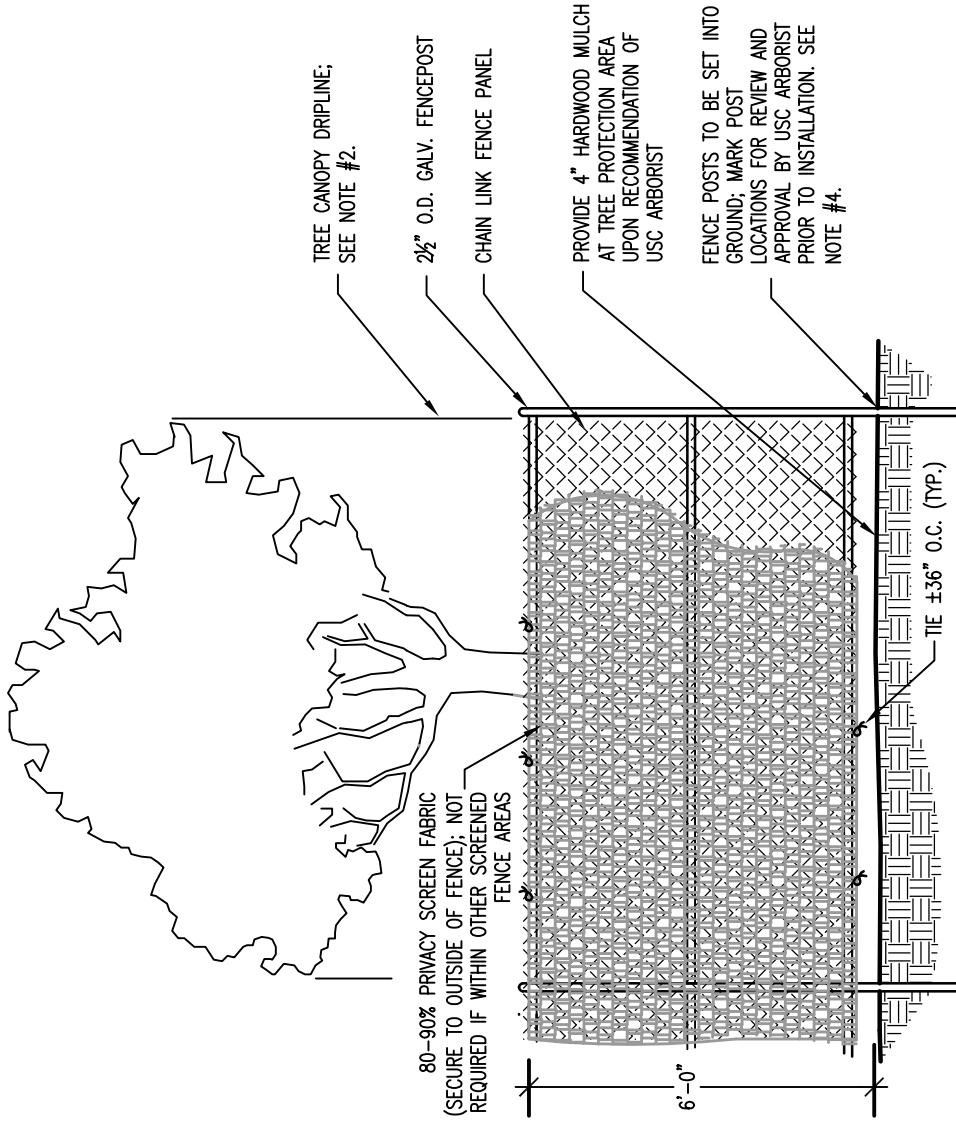
#### PROJECT EVALUATION & CLOSE-OUT

29. For all projects over \$100,000, including IDCs, a Contractor Performance Evaluation (SE 397) will be reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed by the USC Project Manager and a Construction Performance rating will be established.
30. Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until

this is completed.

#### CAMPUS VEHICLE EXPECTATIONS

31. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage.
32. All motorized vehicle traffic on USC walkways and landscape areas must be approved by the USC Project Manager and Parking Division, have a USC parking placard, and be parked within the approved laydown area. Violators may be subject to ticketing, towing and fines.
33. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
34. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held responsible for damages and restoration expense.
35. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.
36. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
37. All incidents of property damage shall be reported to Parking Services or the Work Management Center.



NOTES:

1. PROVIDE PROTECTION FENCING FOR ALL TREES WITHIN AREA OF DISTURBANCE AND CONSTRUCTION ACCESS.
2. PROTECTION FENCING SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
3. PROTECTION FENCING TO BE PLACED AT THE OUTSIDE OF THE CANOPY DRIPLINE, OR AT A DISTANCE OF ONE FOOT PER ONE INCH OF TREE DIAMETER, MEASURED AT BREAST HEIGHT, WHICHEVER IS LARGER, UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY UNIVERSITY ARBORIST.
4. IN-GROUND POSTS ARE STANDARD. IF EXISTING ROOTS, UTILITIES OR PAVEMENT PRECLUDE USE OF IN-GROUND POSTS, FOOTED STANDS ARE ACCEPTABLE. SAND BAGS SHALL BE PLACED ON THE INSIDE OF FENCE.
5. DAMAGE TO ANY TREES DURING CONSTRUCTION SHALL BE ASSESSED BY UNIVERSITY ARBORIST AND THE UNIVERSITY ARBORIST SHALL STIPULATE WHAT ACTION WILL BE TAKEN FOR REMEDIATION OF DAMAGE. THE COST OF ANY AND ALL REMEDIATION WILL BE ASSUMED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
6. DISTURBANCE OF ROOT ZONE UNDER DRIPLINE OF TREE, INCLUDING COMPACTION OF SOIL, CUTTING OR FILLING OR STORAGE OF MATERIALS SHALL QUALIFY AS DAMAGE AND SUBJECT TO REMEDIATION.

TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NO SCALE REVISED 8.28.14



Project Name: Blatt PE Center – Replace AHU#1

Project Number: H27-N236-CB

University of South Carolina

**CONTRACTOR'S ONE YEAR GUARANTEE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

WE \_\_\_\_\_  
as General Contractor on the above-named project, do hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and /or workmanship for a period of one (1) year from date of acceptance of the work by the Owner and/or Architect/Engineer; and hereby agree to remedy defects due to faulty materials and/or workmanship, and pay for any damage resulting wherefrom, at no cost to the Owner, provided; however, that the following are excluded from this guarantee;

Defects or failures resulting from abuse by Owner.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

\_\_\_\_\_  
[Name of Contracting Firm]

\*By \_\_\_\_\_

Title \_\_\_\_\_

\*Must be executed by an office of the Contracting Firm.

SWORN TO before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ (seal)

\_\_\_\_\_ State

My commission expires \_\_\_\_\_

**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: University of South Carolina

Address: 743 Greene Street

Columbia, SC 29208

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: Blatt PE Center - Replace AHU#1

State Project Number: H27-N236-CB

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: Replacement of a chilled water and steam VAV air handling unit and HW VAV terminal units and associated electrical work.

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

Name: Swygert & Associates

Address: 1315 State Street

Cayce, SC 29033

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**

**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-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: University of South CarolinaAddress: 743 Greene StreetColumbia, SC 29208

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 constructState Project Name: Blatt PE Center - Replace AHU#1State Project Number: H27-N236-CBBrief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: Replacement of a chilled water and steam VAV air handling unit and HW VAV terminal units and associated electrical work.in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Swygert & AssociatesAddress: 1315 State StreetCayce, SC 29033

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***(shall be no earlier than Date of Contract)***BOND NUMBER** \_\_\_\_\_**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**

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**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.

## SECTION 095113 - ACOUSTICAL PANEL CEILINGS

### 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 acoustical panels and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
  - 1. Acoustical Panel: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.
  - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- (150-mm-) long Samples of each type, finish, and color.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Suspended ceiling components.
  - 2. Structural members to which suspension systems will be attached.
  - 3. Size and location of initial access modules for acoustical panels.
  - 4. Items penetrating finished ceiling including the following:
    - a. Lighting fixtures.
    - b. Air outlets and inlets.

- c. Fire alarm devices.
    - d. Other miscellaneous devices.
  - 5. Perimeter moldings.
  - B. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
  - C. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.
- 1.6 CLOSEOUT SUBMITTALS
- A. Maintenance Data: For finishes to include in maintenance manuals.
- 1.7 MAINTENANCE MATERIAL SUBMITTALS
- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
    - 1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.
    - 2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.
    - 3. Hold-Down Clips: Equal to 2 percent of quantity installed.
- 1.8 DELIVERY, STORAGE, AND HANDLING
- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
  - B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
  - C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.
- 1.9 FIELD CONDITIONS
- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
    - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
  - 2. Smoke-Developed Index: 25 or less.
- C. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

### 2.2 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations:
  - 1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
  - 2. Suspension System: Obtain each type from single source from single manufacturer.
- B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
- C. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
  - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.
- D. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
  - 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.



## 2.3 ACOUSTICAL PANELS APC-1

- A. Basis-of-Design Product: Subject to compliance with requirements, match existing ceiling tile with comparable product by one of the following:
  - 1. Armstrong World Industries, Inc.
  - 2. Chicago Metallic Corporation.
  - 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Color: White.
- C. LR: Not less than 0.85.
- D. NRC: Not less than 0.55.
- E. CAC: Not less than 35.
- F. Edge/Joint Detail: Square.
- G. Thickness: 5/8 inch (15 mm).
- H. Modular Size: 24 by 24 inches (610 by 610 mm).
- I. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

## 2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
  - 1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.
- D. Hanger: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- F. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- G. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.
- H. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.
- I. Hold-Down Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches (610 mm) o.c. on all cross tees as required for fire rated UL assemblies in which the ceiling panels weigh less than 1.0 lb./square foot.

## 2.5 METAL SUSPENSION SYSTEM FOR APC-1

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong Prelude XL or comparable product by one of the following:
  1. Armstrong World Industries, Inc.
  2. Chicago Metallic Corporation.
  3. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.
  1. Structural Classification: Heavy-duty system.
  2. End Condition of Cross Runners: butt-edge type.
  3. Face Design: Flat, flush.
  4. Cap Material: Steel or aluminum cold-rolled sheet.
  5. Cap Finish: Painted white.

## 2.6 METAL EDGE MOLDINGS AND TRIM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by Armstrong World Industries or comparable product by one of the following:

1. Armstrong World Industries, Inc.
  2. Chicago Metallic Corporation.
  3. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
1. Provide manufacturer's standard 2" wide edge moldings that fit acoustical panel edge details and suspension systems indicated as required to comply with seismic criteria listed under quality assurance. Grid attachment at 2 adjacent walls and  $\frac{3}{4}$ " clearance at remaining walls.
  2. Provide Office of School Facilities approved manufacturer's standard edge molding with seismic clips or brackets that fit acoustical panel edge details and suspension systems indicated as required to comply with seismic criteria listed under quality assurance. Grid attachment at 2 adjacent walls and  $\frac{3}{4}$ " clearance at remaining walls.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

#### 3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic restraint requirements for Seismic Design Category D, according to manufacturer's written instructions and Cisca's "Ceiling Systems Handbook."

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required and, if permitted with fire-resistance-rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
8. Do not attach hangers to steel deck tabs.
9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
2. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
  - 1. Arrange directionally patterned acoustical panels as follows:
    - a. As indicated on reflected ceiling plans.
  - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
  - 3. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions unless otherwise indicated.
  - 4. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

### 3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  - 1. Compliance of seismic design.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
- C. Tests and Inspections: Testing and inspections of completed installations of acoustical panel ceiling hangers and anchors and fasteners shall take place in successive stages. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations show compliance with requirements.
  - 1. Extent of Each Test Area: When installation of ceiling suspension systems on each floor has reached 20 percent completion but no panels have been installed.
    - a. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf (890 N) of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf (1957 N) of tension.
    - b. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.
- D. Acoustical panel ceiling hangers and anchors and fasteners will be considered defective if they do not pass tests and inspections.
- E. Special inspector shall prepare test and inspection reports.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

## SECTION 230010 - GENERAL PROVISIONS - HVAC

### PART 1 – GENERAL

#### 1.1 SCOPE:

- A. Bids of work covered by each section of these specifications shall be based on the layout and equipment as shown and specified with only such approved substitutions as are allowed. Drawings show general arrangement of ductwork and piping. Because of small scale of drawings, it is not possible to indicate all offsets, fittings, and accessories, which may be required. Contractor shall carefully investigate structural and finish conditions affecting his work and shall arrange such work accordingly, furnishing such fittings, traps, valves, and accessories as may be required to meet such conditions. Where locations make it necessary or desirable from Contractor's standpoint to make changes in arrangements or details shown on drawings, he may present suggestions for such changes and obtain Engineer's approval prior to making such changes.

#### 1.2 CODES:

- A. All work under this division shall be in strict compliance with "International Codes" and all applicable Codes and Regulations of the City of Columbia, South Carolina.

#### 1.3 MATERIAL AND SHOP DRAWINGS:

- A. Use only new materials and the standard product of a single manufacturer for each article of its type unless specifically mentioned otherwise. Materials and workmanship in the case of assembled items shall conform to the latest applicable requirements of NFPA, ASME, NEC, ASTM, AWWA, NEMA, and ANSI.
- B. Schedule submittals to expedite work. Unless otherwise indicated in this Section, submittals shall be submitted within 30 days of date of Notice to Proceed. Provide electronic copies of submittals in PDF format for review and approval. All submittals shall be bound in a single volume. Partial lists will not be considered and will be returned to the Contractor. Controls may be submitted separately and shall be submitted no later than 60 days of notice to proceed. Identify Project, Contractor, subcontractor, supplier, manufacturer, pertinent drawing sheet and detail numbers, and associated specification section numbers. A table of contents shall be included in the front of the submittal with tabs indicating each section. Identify variations from requirements of Contract Documents.
- C. Contractor responsibilities:
  - 1. Review submittals prior to transmittal. Verify compatibility with field conditions and dimensions, product selections and designations, quantities, and conformance of submittal with requirements of Contract Documents. Return non-conforming submittals to preparer for revision rather than submitting to Engineer. Coordinate submittals to avoid conflicts between various items of work. Failure of Contractor to review submittals prior to transmittal to Engineer

shall be cause for rejection. Incomplete, improperly packaged, and submittals from sources other than Contractor will not be accepted. Submittals not stamped APPROVED and signed by the Contractor will be returned to the Contractor.

2. Where required by specifications or otherwise needed, prepare drawings illustrating portion of work for use in fabricating, interfacing with other work, and installing products. Prepare 1/4" per foot scale drawings of all mechanical rooms when substituting items of equipment that are not the basis for design. All equipment submitted shall be of adequate size and physical arrangement to allow unobstructed access when installed, for routine maintenance, coil removal, shaft removal, motor removal and other similar operations. Contract Drawings shall not be reproduced and submitted as shop drawings. Drawings shall be 8-1/2 by 11 inches minimum and 24 by 36 inches maximum. Title each drawing with Project name and reference the sheet the drawing corresponds to.
3. Provide product data such as manufacturer's brochures, catalog pages, illustrations, diagrams, tables, performance charts, and other material which describe appearance, size, attributes, code and standard compliance, ratings, and other product characteristics. Provide all critical information such as reference standards, performance characteristics, capacities, power requirements, wiring and piping diagrams, controls, component parts, finishes, dimensions, and required clearances. Submit only data which are pertinent. Mark each copy of manufacturer's standard printed data to identify products, models, options, and other data pertinent to project.
4. Control diagrams: Show relative positions of each component as a system diagram. Provide points list, wiring diagram and schedule of all products and components used in system.
5. Engineer will review and return submittals with comments. Do not fabricate products or begin work which requires submittals until return of submittal with Engineer acceptance. Promptly report any inability to comply with provisions. Revise and resubmit submittals as required within 15 days of return from Engineer. Make re-submittals under procedures specified for initial submittals. Identify all changes made since previous submittal.

D. Engineer Review:

1. Engineer will review submittals for sole purpose of verifying general conformance with design concept and general compliance with Contract Documents. Approval of submittal by Engineer does not relieve Contractor of responsibility for correcting errors which may exist in submittal or from meeting requirements of Contract Documents. After review, Engineer will return submittals marked as follows to indicate action taken:
2. No Exception: Part of work covered by submittal may proceed provided it complies with requirements of Contract Documents. Final acceptance will depend upon that compliance. The term "approved" shall only indicate that there is no exception taken to the submittal.



3. No Exception As Corrected: Part of work covered by submittal may proceed provided it complies with notations and corrections on submittal and requirements of Contract documents. Final acceptance will depend upon that compliance.
4. Revise And Resubmit: Do not proceed with part of work covered by submittal including purchasing, fabricating, and delivering. Revise or prepare new submittal in accordance with notations and resubmit.

E. Samples:

1. Submit samples to illustrate functional and aesthetic characteristics of products with all integral parts and attachment devices. Include full range of manufacturer's standard finishes, indicating colors, textures, and patterns for A/E selection. Submit the number of samples specified in individual specification sections. One sample will be retained by A/E.

F. Items Requiring Submittal are as Follows:

1. Test and Balance
2. Insulation
3. All items listed in MANUFACTURERS: Section of 230010

1.4 ASBESTOS:

- A. At any time the Contractor encounters asbestos, he shall immediately stop work in the immediate area and suspend any further work until asbestos is removed. Contractor shall, upon discovery of asbestos, notify owner, or owner's representative, who shall be responsible for the removal of the asbestos, all in accordance with NESHAP (National Emission Standard for Hazardous Air Pollutants). Any form of asbestos removal or demolition shall be by owner. Engineer is not an "Owner or Operator" as defined under NESHAP.
- B. Contractor is responsible for, and shall be aware of all state and federal laws pertaining to asbestos as well as NESHAP requirements.

1.5 LEAD FREE:

- A. All solder, flux and pipe used in water system must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings.

1.6 AMERICANS WITH DISABILITIES ACT:

- A. All items or work under this division of the specifications shall comply with guidelines as set forth in the Americans With Disabilities Act.

1.7 PERMITS AND FEES:

- A. Obtain permits, licenses, pay fees, etc. as required for performance of Contract. Arrange for necessary inspections required by governing authority and deliver certificates of approval to Architects or their representatives. File plans required by governing body.

1.8 DEFINITIONS:

- A. In this division of the specifications and accompanying drawings, the following definitions apply:
- B. Provide: To purchase, pay for, transport to the job site, unpack, install, and connect complete and ready for operation; to include all permits, inspections, equipment, material, labor, hardware, and operations required for completion and operation.
- C. Install (Installed): To furnish and install complete and ready for operation.
- D. Furnish: To purchase, pay for, and deliver to the job site for installation by others.
- E. The Mechanical Contractor is cautioned that "furnish" requires coordination with others. Such coordination costs shall be included as part of Mechanical Contractor's bid.

1.9 CUTTING AND PATCHING:

- A. Cutting of walls, floors, roofs, partitions, and ceiling, required for proper installation of the systems shall be performed under this contract.
- B. Cutting shall be done in a neat, workmanlike manner. No joist, beams, girders, columns, or other structural members may be cut without written permission from the Engineer. When possible, holes shall be saw-cut or core drilled neat to minimize patching.
- C. Re-routing of existing pipes, insulation, etc. as required for installation of new system is included in this work. All work shall be done in accordance with specifications for new work of the particular type involved.
- D. Patching shall be performed to match existing structures, exterior walls and roofs, and shall form watertight installation. Where existing ductwork, pipe or other items are removed, the walls, floors, roofs, partitions or ceilings shall be patched to match existing finishes by this contractor.

1.10 VERIFICATION OF DIMENSIONS, ETC.:

- A. The Contractor shall visit the premises and thoroughly familiarize himself with all details of the work, working conditions, verify all dimensions in the field, advise the Engineer of any discrepancy, and submit shop drawings of any changes he proposes to make in quadruplicate for approval before starting the work. Contractor shall install all equipment in a manner to avoid building interference.

1.11 COORDINATION WITH OTHER TRADES:

- A. Coordinate all work of each section with work of other sections to avoid interference. Bidders are cautioned to check their equipment against space available as indicated on drawings, and shall make sure that proposed equipment can be accommodated. Before beginning work under each section, inspect installed work of other trades and verify that such work is complete to the point where the installation may properly begin.
- B. Where equipment supplied by an approved manufacturer is substituted for the specified equipment, the Contractor will be responsible for coordinating any changes required in his work or other trades work, including but not limited to electrical requirements, structural steel requirements and space requirements. Any additional costs required to make changes to other trades work shall be borne by this contractor.

1.12 PROTECTION OF ADJACENT WORK:

- A. Protect work and adjacent work at all times with suitable covering. All damage to work in place caused by Contractor shall be repaired and restored to original good and acceptable condition using same quality and kinds of materials as required to match and finish with adjacent work.

1.13 EXISTING EQUIPMENT AND MATERIALS:

- A. All items of equipment removed under this section of the specifications shall become the property of this Contractor shall be promptly removed from this site.

1.14 FIRESTOPPING:

- A. Provide firestopping for all mechanical penetrations through fire resistant walls and shaft enclosures, and floor, ceiling, and roof elements of fire resistant assemblies. Firestopping shall provide rating comparable to rating of structure it protects.
- B. Firestopping materials currently classified with UL as "Through Penetration Firestop Systems".
- C. Firestopping materials shall have been tested in accordance with UL 1479 "Fire Tests of Through Penetration Firestops".

1.15 CLEAN-UP:

- A. At the completion of the contract work, all areas where work has been performed shall be left clean. All trash shall be removed from the site by the Contractor.

1.16 APPROVALS AND SUBSTITUTIONS:

- A. Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number, such references shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option

use any article, device, product, material, fixture, or type of construction which, in the judgment of the Engineer, expressed in writing, is equal to that specified.

- B. Requests for written approval to substitute materials or equipment considered by the Contractor as equal to those specified, shall be submitted for approval to the Engineer ten (10) days prior to bid date. Requests shall be accompanied by samples, descriptive literature and engineering information as necessary to fully identify and evaluate the product. No increase in the contract sum will be considered when requests are not approved.
- C. The Contractor shall bear the burden and cost of coordinating with all trades any changes in work required by substitutions, including but not limited to electrical connections, additional components required, service clearance, etc.

1.17 AS-BUILT DRAWINGS:

- A. The Contractor shall keep a record set of drawings on the job; and as construction progresses shall show the actual installed location of all items, material, and equipment on these job drawings. Indicate approved changes in red ink.
- B. At the time of final completion, a corrected set of As-Built drawings shall be delivered to the Engineer. A final set of reproducible drawings with job information that reflects the actual installation shall be prepared by the Engineer and given to the Owner.

1.18 WARRANTY:

- A. The Contractor for each section of the work under this division will furnish to the Owner a written warranty for the installation as installed, including controls and all other equipment covered under each section of the specifications, to perform in a quiet, efficient, and satisfactory manner with no more than normal service.
- B. Each warranty shall extend for a period of one year following substantial completion and acceptance of construction. They shall be endorsed by the Contractor. Refrigeration compressors shall have a five (5) year warranty.

1.19 MANUFACTURERS:

- A. In order to define requirements for quality and function of manufactured products, and requirements such as size, gauges, grade selection, color selections and like specifications requirements, the specifications as written hereinafter are based upon products of those manufacturers who are named hereinafter under various specifications for materials.
- B. In addition to products of manufacturers named hereinafter in the specifications, equivalent products of the following named manufacturers will be acceptable under the base bid:

1. Air Handling Units:
  - a) Carrier Air Conditioning Company, The Trane Company, Daikin Applied, Johnson Controls, Temtrol
2. Air Filters:
  - a) Farr Filter Company, Flanders Filters, American Air Filter Company
3. Variable Air Volume Boxes:
  - a) The Trane Company, Environmental Technologies, Price Company, Titus Manufacturing Company, Nailor Industries, Carnes Company, Krueger, York International Corporation, Carrier Air Conditioning Company, Tuttle and Bailey, MetalAire
4. Air Distribution:
  - a) Metal Industries, Price Company, Titus Manufacturing Company, Nailor Industries, Anemostat Products Division, Krueger, J & J Register Co., Carnes Company, Tuttle and Bailey, AirGuide Manufacturing
5. Seismic and Vibration Equipment:
  - a) Mason Industries, Vibration Mountings & Controls, Inc., Amber/Booth Company, Vibration Eliminator Co., Kinetics Noise Control
6. Automatic Flow Control Valves:
  - a) Flow Design Inc, Griswold Controls, US Industrial Sourcing, Nexus
7. Steam Specialties:
  - a) Muller Company, Crane Company, Sarco Company, Watson McDaniel.
8. Temperature and Air Pressure Gages:
  - a) Dwyer Instruments, Weiss Instruments, H.O. Trerice Company, Ellison Draft Gauge Company, Inc., Weksler Instrument
9. Insulation:
  - a) Owens Corning, Johns Manville, CertainTeed Corporation, Knauf Insulation
10. Temperature Controls:
  - a) Johnson Controls

11. Safety Valves:
  - a) Watts Regulator Company, McDonnell and Miller, Inc., H.A. Thrush & Company.
12. Control Valves:
  - a) Spence Engineering Company, Inc., Leslie Company, Fisher Governor Company, Watson McDaniel.
13. Valves:
  - a) Crane Company, Grinnell Company, O.I.C. Valve Co., Chase Brass & Copper Company, Rockwell Manufacturing Company, Consolidated Brass Company, Hammond, Nibco.
14. Pipe Hangers:
  - a) Cooper B-Line, Fee and Mason Manufacturing Company, Anvil International, Erico Caddy, Tolco a Division of Nibco
15. Identification Items:
  - a) Seton Name Plate Company, W.H. Brady Company, Handley Industries, Inc.

## PART 2 - PRODUCTS

### 2.1 PAINTING:

- A. Furnish touch up paint supplied by equipment manufacturer.
- B. Coat ferrous metal surfaces that do not have factory painting or galvanizing with one coat of Sherwin Williams high heat aluminum paint.

### 2.2 CONCRETE EQUIPMENT FOUNDATIONS:

- A. Use 3000-psi "batch plant" concrete or approved "precast" reinforced concrete foundations.

### 2.3 NAME PLATES:

- A. All equipment provided under this division shall be labeled with a Bakelite nameplate 1" x 3" minimum with 3/8" minimum height lettering as manufactured by Seton Name Plate Company. See filter nameplate requirement below.

2.4 VALVES:

- A. All valves provided under each section shall be of a single manufacturer (see Specification 230010 for approved manufacturers) unless otherwise specified. Leave packing for all valves in good condition, replacing as necessary for completion of work. Packing is to be of an approved material suitable for required service. Valve manufacturer and pressure rating shall be cast on side of valve body. Each threaded valve shall have a union installed adjacent to it. All valves shall comply with Specification 230500.

2.5 EQUIPMENT ACCESSORIES:

- A. Where flexible couplings are required, they shall be similar to Faulk Corporation, Type F Steelflex. All couplings shall be provided with guards.
- B. Lubrication: Provide oil level gauges, grease cups, and grease gun fittings for all equipment bearings as recommended by equipment manufacturer. All grease gun fittings shall be of a uniform type.

2.6 FILTERS:

- A. Provide one new set of MERV 8 pleated filters in each unit at final completion. Provide the Owner one replacement set of filters with a complete filter list indicating unit tag and size and quantity of filters needed. At each filter door provide a Bakelite nameplate 1" x 3" minimum with 1/8" minimum height lettering as manufactured by Seton Name Plate Company, that indicates the size and quantity of each filter required in that particular unit.

2.7 VALVE TAGS AND SCHEDULE:

- A. Provide separate typewritten list of all valves, giving number and use and control of each, on a small scale drawing outlining the general run of pipe lines and showing the location of valves for each section of work. Pipe lines in diagram shall be color coded to match piping. Drawings to be framed under glass and located in the equipment room. Provide a 1-1/2" diameter round brass numbered tag secured to each valve with "S" hook, Style P-250 BL as manufactured by Seton Name Plate Company, Brady Worldwide, Brimar Industries, or equal.

2.8 THERMOMETERS FOR PIPING:

- A. Thermometers, except where otherwise specifically noted on drawing, shall be equal to Weiss Instruments model DVU35.
- B. All thermometers shall be digital solar powered with a stem assembly suitable for mounting in a threaded pipe well. The thermometer shall have an adjustable angled body.

C. Thermometer Wells:

1. Thermometer wells shall be provided at all points indicated on the drawing. Thermometer wells shall be designed to hold an engraved stem thermometer. The wells shall be made of heavy brass and shall be approximately six inches long, shall project two inches into the pipe and shall have dust protecting caps and chains. Pipes smaller than 2-1/2 inches in size shall be enlarged at the points where the wells are installed. Wells shall be set vertical or at an angle so as to retain oil.

2.9 PRESSURE GAUGES:

- A. Pressure gauges shall be installed as indicated on the drawing. Pressure gauges shall be equal to Weiss model LF401 liquid filled with stainless steel bayonet and case. Except as otherwise specified or shown, gauges shall have 4" dials.
- B. Each gauge shall be equipped with a brass needle valve.
- C. Each steam gauge shall be equipped with syphon.
- D. Gauges shall be installed in such a manner so as to be accessible and easily read. Range of gauge for each particular point of application shall be selected so that pointer is approximately in midpoint of scale under normal operating conditions.

2.10 SEISMIC RESTRAINTS:

- A. Seismic restraints shall be provided per International Building Code Chapter 16 for Category D Buildings (See Code Compliance on Drawing Cover Sheet), specification section 230548 and the drawings.

PART 3 - EXECUTION

3.1 CONCRETE EQUIPMENT FOUNDATIONS:

- A. Consult ASHRAE: A Practical Guide to Seismic Restraint, Chapter 6 for specific reinforcement and anchoring details, with respect to pad size and seismic forces. Unless otherwise noted, set all floor mounted and "on-grade" mounted equipment on 6" high concrete foundation pads. Concrete foundations shall be reinforced with #4 bars - 12" o.c. both ways, or as directed by A Practical Guide to Seismic Restraint. Pads shall be approximately 6" larger than equipment base, and have 1" x 1" chamfer on all edges. Pads shall have carborundum brick rubbed finish. Surface finish shall be uniformly smooth. Concrete floor shall be rough and foundation doweled to floor per A Practical Guide to Seismic Restraint.



### 3.2 PIPE FITTINGS:

- A. General: Provide complete systems of piping and fittings for all services as indicated. All pipe, valves, and fittings shall comply with American National Standards Institute, Inc. Code and/or local codes and ordinances. All fittings shall be domestically produced from domestic forgings. Cut pipe accurately to measurements established at building or site, and work into place without springing or forcing, properly clearing all windows, doors, and other openings or obstructions.
- B. Excessive cutting or other weakening of building to facilitate piping installation will not be permitted. Piping shall line up flanges and fittings freely and shall have adequate unions and flanges so that all equipment can be disassembled for repairs. Test all piping prior to insulation or concealing.
- C. All welded pipe and fittings shall be delivered to job with machine beveled ends. Where necessary, beveling may be done in field by gas torch. In which case, surfaces shall be thoroughly cleaned of scale and oxidation after beveling.
- D. Screwed piping shall have tapered threads cut clean and true; and shall be reamed out clean before erection. Each length of pipe, as erected, shall be upended and rapped to free it of any foreign matter.

### 3.3 WELDING:

- A. All welding shall be done by certified welders. Welded pipe shall have flanges at valves and elsewhere as required to permit disassembly for maintenance. Tests and reports shall be as follows:
- B. Qualification test of each welder prior to beginning of construction.
- C. One sample of weld of each welder's work selected at random by Engineer during construction period.
- D. Procedure for making tests of welds shall be as outlined in Section 9 of ASME Boiler Construction Code. These tests shall be made by an approved testing laboratory, and a report furnished to Engineer. Report on qualification tests shall be made for gas welding and electric arc welding on steel in horizontal fixed position. A testing laboratory representative shall witness making of welds made for qualification tests. All costs of testing of welds shall be paid by Contractor.

### 3.4 PIPE:

- A. All piping material shall be as specified in other sections of this division.
- B. Fittings and Connections: All turns and connections shall be made with long radius fittings as scheduled hereinafter. No miter connections will be permitted in welded work.
- C. Pipe joints shall be made in accordance with the following applicable specifications:

- D. Make up flanged joints with ring-type gaskets, 1/16 inch thick.
- E. Weld-O-Lets, or similar approved fittings, may be used if branch pipe is less than one-half the size of the main. In all other cases, welding fittings shall be used. All welded piping shall be as specified hereinbefore.
- F. Make all solder joints with non-corrosive type flux 95 Percent tin and 5 percent antimony alloy solder.
- G. Threaded Pipe: Threaded joints shall have American Nation taper screw threads with graphite and oil compound applied to male thread.
- H. Plastic Pipe: Joints for polyethylene and polypropylene pipe and fittings shall be made by heat fusion. Approved mechanical compression type joints may be provided in lieu of joints made by heat fusion for polypropylene pipe. Installation and testing of mechanical compression joints shall be in accordance with the manufacturer's recommendations. Joints for acrylonitrile-butadiene-styrene and polyvinyl chloride pipe and fittings shall be made using solvent cement. Threaded joints shall be used only where required for disconnection and inspection.

### 3.5 SLEEVES:

- A. Provide all sleeves in floors, beams, wall, roof, etc. as required for installing work of this division unless otherwise specified hereinafter. Size sleeves for insulated pipe to accommodate both pipe and insulation. Construct vertical sleeves in connection with concealed piping of 22 gauge galvanized iron. Sleeves thru fire-rated assemblies shall be firestopped as specified herein and insulation shall not pass thru sleeve unless material complies with firestopping specified.

### 3.6 PIPE HANGERS, SUPPORTS AND INSERTS:

- A. Pipe hangers, supports and inserts shall comply with Table 305.4 of the 2015 International Mechanical Code and be provided as follows:
- B. All piping shall be supported by forged steel hangers or brackets suitably fastened to structural portion. Wall brackets shall be Fee & Mason Fig. No. 151. Provide lock nuts on all adjustable hanger assemblies.

#### PIPE SIZE - INCHES

	1/2 – 2	2-1/2 – 4	6 – Up	Wall Plate Hanger
Grinnel	104	260	171	139
Fee & Mason	199	239	170	302
Elcen	92	12	15	---

C. Hanger or Support Spacing (unless specified different hereinafter):

1. Copper Pipe:

Nominal Pipe Size – Inches	Maximum Span - Feet
1-1/4" and under	6'
1-1/2" and above	10'

2. Steel Pipe:

12'- 0" intervals

3. Threaded Pipe:

12'- 0" intervals

D. Size hangers on insulated piping to permit insulation and saddles to pass full size through hanger.

E. Trapeze Hangers:

1. May be used for groups of pipes close together and parallel. Trapeze hangers may be constructed from structural channel or angle irons or from pre-formed channel shapes. All pipe lines must be held on specific centers by U bolts, clips or clamps.

F. Special and Additional Supports:

1. Special supports will be required where hangers cannot be used. Horizontal pipes shall be secured to prevent vibration or excessive sway. Where required, provide additional hangers to secure required level, slope or drainage, and also to prevent sagging. Provide a hanger within one foot of each elbow. Provide all miscellaneous steel required for pipe supports, anchors, etc.

3.7 INSULATION SHIELDS:

- A. Provide all insulated piping with 10-inch long (16 gauge) protective galvanized sheet metal shields extending 120 degrees around bottom of insulated pipe.

3.8 SWING CONNECTIONS:

- A. Swing connections shall be provided at all points of expansion. Install all connections to equipment, etc. in a manner to allow for normal pipe movement due to thermal expansion without causing undue stresses to be exerted on said equipment.

3.9 REDUCING FITTINGS:

- A. Where pipe lines reduce in size, provide reducing fittings wherever possible. Provide eccentric fittings or reducers where horizontal runs of supply lines reduce in size, and install so that there will be no air trapped in hot or cold water systems. In screwed work, no bushings shall be used unless there is a difference of two standard pipe sizes between inner and outer threads.

3.10 DIELECTRIC CONNECTIONS:

- A. Wherever any connection is made between dissimilar metals, provide dielectric pipe couplings or unions.

3.11 ELECTRIC WORK:

- A. All motors, and motor starters shall be furnished for items installed under this division of the specifications. All starters shall be magnetic type. All electrically operated equipment shall have readily accessible nameplates summarizing electrical information (i.e., voltage, phase, horsepower, watts, or amperes). Starters shall be as manufactured by General Electric Company, Westinghouse Electric Company, Cutler-Hammer Inc., or Square D Company. A.C. magnetic starters shall be across-the-line type. Starters shall provide overload protection in each phase and shall otherwise conform to all applicable requirements of these specifications. All magnetic starters shall be combination type, Motor Circuit Protector (MCP) type having interrupting rating equal to or greater than the available short circuit current, with "HAND-OFF-AUTO" selector switch, auxiliary contact, and pilot light in cover. Provide laminated plastic nameplates with white center core for each starter.
- B. For motors controlled by variable frequency drives, provide shaft grounding on the motor equal to Aegis bearing protection ring.
- C. All control conduit and wires and control devices shall be furnished and installed under this division. All contactors shall be of the mechanically held type. All control wiring within starters shall be installed in a workmanlike manner and neatly laced. All control wiring shall be color coded.
- D. All work shall conform with the applicable requirements of the National Electrical Codes. All electrical power characteristics shall be as indicated. All devices, which make and/or break electrical circuits, shall be rated for at least 125 percent of the load.
- E. Relays, contactors, and control devices shall open all ungrounded conductors. All fuses shall be current limiting time delay type equal to Bussman "LPN", 250 volt or "LPS", 600 volt.
- F. Control voltage shall not exceed 120 volts. Control power shall be taken from line terminals of controllers. Where necessary, control transformers shall be provided and shall conform to NEMA Standards, properly sized, and shall be properly fused. Where control voltage is 120 volts, control conductors shall be color-coded.

- G. Electrical power service and connections to all equipment in this division will be made under electrical division of the work.
- H. Manual motor starters with overload protection shall be flush mounted type with pilot light. Square D Catalog No. 2510-FS-1P or General Electric, or Westinghouse equivalent.
- I. Duct smoke detectors shall be provided under electrical division and installed under this division. This division shall provide interlock wiring required for fan shutdown and smoke damper control. Power wiring and fire alarm communication wiring shall be provided under the electrical division.

3.12 ITEMS OF MECHANICAL EQUIPMENT:

- A. All items of mechanical equipment electrically operated shall be in complete accordance with paragraph in this division entitled "Electrical Work". Mechanical equipment, other than individually mounted motors, shall be factory pre-wired to a single-set of line terminals and to a single load terminal strip to match load terminals on equipment. Each step shall have properly sized contactor and overcurrent protection.
- B. Mechanical equipment electrical components shall all be bonded together and connected to electrical system ground.

3.13 CLEANING:

- A. All surfaces on metal, pipe, insulation covered surfaces, and other equipment furnished and installed under this division of the specifications shall be thoroughly cleaned of grease, scale, dirt and other foreign material.
- B. Upon complete installation of ducts, clean entire system of rubbish, plaster, dirt, etc., before installing any outlets. After installation of outlets and connections to fans are made, blow out entire system with all control devices wide open.

3.14 SYSTEM BALANCING:

- A. The HVAC Contractor is responsible for the entire Test & Balance process. The contractor shall employ an independent balancing firm specializing in total system air balancing as approved by the engineer and certified by the AABC or NEBB. The balancing firm shall be employed prior to installation of any ductwork. Provide all labor, engineering and test equipment required to test, adjust, and balance all heating, ventilating, air conditioning, and hydronic systems.
- B. The Contractor is responsible to have a functioning system prior to Testing and Balancing, to provide a joint and cooperative effort to coordinate the test and balance, and to solve any problems in balancing and controls in order to establish proper system performance before leaving the job. The Contractor is responsible for providing the Test and Balance Agency (TAB) with a complete set of project drawings, specifications, and submittals, and for providing and installing new sheave or sheaves, new belts, as required, if a change in fan speed is necessary which cannot be made by adjusting the

sheave originally installed. When requested by the Engineer, the TAB Agency will review plans and specifications of the systems prior to installation and submit a report of any deficiencies, which could preclude proper adjusting, balancing and testing of the system. The TAB agency shall submit copies of deficiency reports along with a preliminary report to the Engineer for review prior to final submittal.

- C. Instruments used will be those that meet the instrument requirements for Agency Qualifications of the AABC as published in the NEBB "Procedural Standards for Testing Adjusting and Balancing of Environmental Systems" or the AABC "National Standards for Total System Balance".
- D. Fan air volume shall be adjusted to within 5% of design, and diffuser air volumes to within 10% of design.
- E. Water volumes shall be adjusted to within 10% of design whenever balancing cocks or flow meters are installed. Where automatic flow control valves are shown, pressure drop readings shall be taken across the coils to verify flow. After system balancing, the Mechanical Contractor shall trim pump impellor or adjust pump speed to maintain flow at design conditions. The pump flow shall not be restricted by valves to reduce flow volume.
- F. Ductwork rated 4" w.g. and higher, all laboratory exhaust ducts, and ductwork indicated on the drawings shall be tested for leaks. All branch runouts and takeoffs shall be installed and capped before duct leakage testing is performed. Testing is not required for ductwork rated 0 to 3" w.g. Testing shall be done following the guidelines in SMACNA-HVAC Duct Leakage Test Manual. Duct test pressure shall be 1½ times scheduled external static pressure. Allowable leakage shall be 2% of total scheduled airflow.
- G. When equipment schedules specify maximum sound levels for various items, record sound level data, equipment schedule number, and a sketch showing test point locations.
- H. Record vibration information for all rotating equipment with motors 5 HP or larger. Measure and record vibration at all bearings in horizontal, vertical, and if possible, axial directions.
- I. Reporting (Submit five copies of final Test Report)
  - 1. Complete nameplate data and equipment schedule number for all rotating equipment.
  - 2. Design and actual operating data for all rotating equipment including inlet and outlet data, flow rates, amps, voltage and rpm.
  - 3. Design and actual duct and diffuser volumes. Prepare a diagram showing flow measurement points.
  - 4. Design and actual water flow rates. Prepare a diagram showing flow measurement points.
  - 5. Record coil air pressure drop, filter pressure drop, external static pressure, and fan static pressure.
  - 6. Record flow rates, temperatures and pressures across each water coil, condenser and other heat exchangers.

7. Heating equipment nameplate data, equipment schedule number design data, and operating data at maximum achievable load conditions.
8. Duct leakage test results.
9. Sound level data when required.
10. Vibration data for all rotating equipment with motors larger than 5 HP.

3.15 TESTING (PIPING):

- A. Upon completion of each system of work under this division, and at a designated time, all piping shall be pressure tested for leaks in the presence of the owner. Owner shall be notified five days before testing is to be conducted and all tests shall be conducted in the presence of the owner. All equipment required for test shall be furnished by contractor at his expense. All tests shall be performed as specified hereinafter. If inspection or tests show defects, such defective work or material shall be replaced and inspection and tests repeated at no additional cost to owner. Make tight any leaks. Repeat tests until system is proven tight. Caulking of leaks will not be permitted. All equipment not capable of withstanding the test pressure shall be valved off during the test.
- B. Chilled Water and Hot Water Systems: Subject system to 1-1/2 times the working pressure, but not less than 100 psig hydrostatic test pressure. All water piping shall be balanced to produce water quantities as indicated with all automatic control valves wide open.
- C. Steam and Condensate Systems: Upon completion of the installation, but before covering, all steam and condensate piping, and all heating equipment shall be given a hydrostatic test of 1-1/2 times the working pressure, but not less than 100 psig, and proven tight. Equipment not designed for this pressure shall be blanked off.

3.16 IDENTIFICATION OF PIPING:

- A. All piping, bare and insulated, installed under this division shall be given two coats of finish painting by this contractor as listed hereinafter. Samples of colors and type paint shall be submitted for approval prior to application.
- B. Piping in mechanical rooms shall be painted with the following colors:

Pipe System	Rose Talbert Paint
Chilled Water Supply/Return	7124M "Aqua Fresco"
Heating Hot Water Supply/Return	7205A "Limeburst"
Steam	7266N "Garden Marigold"
Condensate	7296N "Barcelona"

3.17 PIPE CODING:

- A. After all piping has been painted with color-coding, all piping installed under this division shall be coded and marked with "Perma-Code" pipe markers as manufactured by W.H. Brady Company, 712 Glendale Avenue, Milwaukee, Wisconsin. Markers shall be applied to properly identify piping, but in no case shall they be applied more than 20 feet

apart. Markers shall be 1-1/8 inch by 7 inches and shall be secured by spiral wrapping with 3/4 inch wide vinyl banding tape, color matching service, at each end of marker.

3.18 IDENTIFICATION OF EQUIPMENT IN MECHANICAL AREAS:

- A. All items of mechanical equipment shall be identified with a black bakelite label with engraved white lettering 1/2" tall. Labels shall be mechanically attached to the equipment with rivets or stainless steel screws. Thermostats and control devices shall be identified with a black bakelite label with engraved white lettering 1/4" tall. Lettering shall correspond with the tags shown in the drawings.

3.19 ADJUSTMENT AND TRIAL RUNS:

- A. Upon completion of all work, the contractor shall operate the system in the presence of the owner for the purpose of demonstrating quiet and satisfactory operation, the proper setting of controls, safety and relief valves, and cleanliness of system. Heating and cooling shall be tested separately during periods approaching design conditions and shall fully demonstrate fulfillment of capacity requirements. Test procedures shall be in accordance with applicable portions of ASME, ASHRAE, and other generally recognized test codes as far as field conditions will permit. Any changes or adjustment required shall be made by the contractor without additional expense to owner.
- B. Document and submit all operating conditions (startup report) of equipment during trial runs and after test and balance is complete. Include in the report:
  - 1. Ambient air temperature
  - 2. Design operating temperatures and flow rates
  - 3. Entering and leaving air temperatures across each coil or heating device
  - 4. Entering and leaving water temperatures at each coil
  - 5. Entering and leaving water temperatures at each chiller, boiler or heat exchanger
  - 6. Amp draw of all motors and nameplate amps
  - 7. Voltage at each piece of equipment
  - 8. Refrigerant pressures and temperatures

3.20 OPERATION AND MAINTENANCE INSTRUCTIONS, AND MAINTENANCE MANUAL:

- A. Upon completion of work, and at a time designated by the engineer, a competent employee of the contractor shall be provided to instruct a representative of the owner in the operation and maintenance of the system.
- B. Minimum instruction period shall be:
  - 1. Air Conditioning System - 1 day
- C. Maintenance Manuals: The contractor shall compile and bind five (5) sets of all manufacturer's instructions and descriptive literature on all items of equipment furnished under this work. These instructions shall be delivered through the general contractor to the engineer for approval prior to final inspection.



D. Instructions shall include:

1. Warranty letter signed by the Mechanical Contractor.
2. Index for each section with each section properly identified.
3. Complete equipment list with model and serial numbers.
4. Complete equipment list with filter sizes and quantities.
5. Copy of one complete, approved submittal for each equipment section.
6. Description of each system, including manufacturer's literature for all items.
7. Start-up and shut-down description for each system.
8. Suggested operating and maintenance instructions with frequency of maintenance indicated.
9. Parts list for all items of equipment.
10. Name, address, and telephone number of nearest sales and service organization for all items of equipment.
11. Startup reports.
12. Test and Balance Reports

E. Manuals shall be 8-1/2 x 11 inch text pages bound in three ring expansion binders with a hard durable cover with clear plastic pocket on front for title page. Prepare binder covers with printed subject title of manual, title of project, date, and volume number when multiple binders are required. Printing shall be on face and spine. Provide a table of contents for each volume. Internally subdivide the binder contents with divider sheets with typed tab titles under reinforced plastic tabs. Provide directory listing as appropriate with names addresses, and telephone numbers of design consultant, Contractor, subcontractors, equipment suppliers, and nearest service representatives.

END OF SECTION 230010

## SECTION 230500 – HEATING, VENTILATION and AIR CONDITIONING

### PART 1 - GENERAL

#### 1.1 General Requirements:

- A. This Section of the Specifications and related drawings describe requirements pertaining to Air Conditioning, Heating and Ventilation work, including applicable HVAC Insulation in separate Section 230700 and Vibration Isolation and Seismic Restraint in separate Section 230548. All work shall comply with Section 230010 - General Provisions - HVAC.
- B. Construct rectangular ductwork to meet all functional criteria defined in Section VII, of the SMACNA "HVAC Duct Construction Standards Metal and Flexible" 2005 Edition. All ductwork must comply with all local, state and federal code requirements.

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS:

- A. Ductwork shop drawings must be submitted for approval by Engineer. Any ductwork installed without prior approval by the Engineer shall be replaced at the expense of the contractor.

#### 2.2 QUALITY ASSURANCE:

- A. The contractor must comply with this specification in its entirety. At the discretion of the Engineer, sheet metal gauges, and reinforcing may be checked at various times to verify all duct construction is in compliance.

#### 2.3 DUCTS, PLENUM, ETC.:

- A. As indicated on drawings, provide a system of metal ducts for supply, return and exhaust air.
- B. All sheet metal, ducts, casing, plenums, etc., of sizes indicated, shall be constructed from prime galvanized sheet steel.

#### 2.4 DUCTS THRU WALLS:

- A. Where ducts pass through masonry walls, protect duct from contact with wall by 1/2 inch thick filler of fire rated felt or sponge rubber.
- B. Provide sheet metal flashing around all duct penetrations.
- C. Ducts shall be properly sealed per the fire rating and UL assembly.

2.5 INSTRUMENT TEST HOLES:

- A. Install for air handling units instrument test holes in supply, return and outside air duct. Instrument test connections shall be Ventlock Model 699-2, or equal, and shall be located in accessible locations.

2.6 AIR DISTRIBUTION:

- A. Devices shall quietly and draftlessly deliver and/or remove air quantities required to attain conditions indicated. Devices shall have sponge rubber gaskets for sealing devices to walls and ceilings. Exposed surfaces shall have baked enamel finish of manufacturer's standard colors noted.
- B. All air distribution equipment and accessories shall be as scheduled on drawings.

2.7 METAL DUCTWALL:

- A. All interior ducts shall be constructed of G-60 or better galvanized steel (ASTM A653) LFQ, chem treat. Exterior ductwork or duct exposed to high humidity conditions shall be constructed of G-90 or better galvanized steel LFQ, chem treat. Galvanized metal ducts shall be a minimum thickness of 26 gage.
- B. Support, access doors not part of ducts, bar or angle reinforcing damper rods and items made of uncoated mild steel shall be painted with two coats of primer or provide galvanized equivalent.
- C. Low Pressure Supply, Return, and Exhaust Duct:
  - 1. Ductwork on low pressure supply and return systems and restroom exhaust duct shall be fabricated to meet minimum 2" w.g. pressure class in accordance with SMACNA Duct Construction Standard.

2.8 RECTANGULAR DUCT LONGITUDINAL SEAMS:

- A. Pittsburgh lock shall be used on all longitudinal seams. All longitudinal seams will be sealed with mastic sealant. Button punch snap lock is not acceptable.

2.9 ROUND DUCT LONGITUDINAL SEAMS:

- A. Spiral seam or snap lock seam shall be used on all longitudinal seams for low pressure round duct.

2.10 DUCT JOINTS:

- A. Ductmate or W.D.C.I. proprietary duct connection systems will be accepted as an alternative to SMACNA duct construction standards. Duct constructed using these systems will refer to the manufacturers guidelines for sheet gauge, intermediate reinforcement size and spacing, and joint reinforcements.

- B. Ductmate 440 or a Butyl Rubber Gasket which meets Mil-C 18969B, Type II Class B, TT-C-1796A, Type II Class B, and TTS-S-001657 must also pass UL-723. This material, in addition to the above, shall not contain vegetable oils, fish oils, or any other type vehicle that will support fungal and/or bacterial growth associated with dark, damp areas of ductwork. The recommended test procedure for bacterial and fungal growth is found in 21CFR 177, 1210 closures with sealing gaskets for food containers.

#### 2.11 ACCESS DOORS IN DUCTWORK:

- A. Provide access doors at all apparatus requiring service and inspection, including fire dampers and fire smoke dampers, and where indicated. Access doors for 2" pressure class duct shall be hinged or Ductmate Sandwich Access Doors as manufactured by Ductmate Industries, Inc., or equal. Access doors for 4" pressure class duct shall be Ductmate Sandwich Access Doors as manufactured by Ductmate Industries, Inc., or equal. Access doors shall be double wall construction with high density fiberglass insulation with R value equal to or greater than the duct insulation. Doors shall be of adequate size (12" x 12" minimum) as required to allow easy access to hardware which needs to be maintained. In accordance with the requirements of the International Building Code, contractor shall permanently mark any access doors or other openings that serve as a means of access to fire, smoke and fire/smoke dampers with ½" letters reading "Fire Damper", "Smoke Damper", or "Fire/Smoke Damper". Label shall be permanently and securely attached.

#### 2.12 FLEXIBLE DUCT:

- A. Flexible duct to meet criteria as defined in SMACNA's 2005 Manual, HVAC Duct Construction Standards, Metal and Flexible, or as defined within. Flexible air ducts and flexible air connectors shall be tested in accordance with UL 181, and listed and labeled as Class 0 or Class 1.
- B. Flexible duct shall be constructed with a polyethylene core with foil faced insulation.
- C. Flexible duct is not allowed in lengths greater than 8', unless otherwise noted. Bends, turns, or sagging, is not accepted.

#### 2.13 SEALERS:

- A. Duct sealer shall be flexible, water-based, adhesive sealant designed for use in all pressure duct systems. After curing, it shall be resistant to ultraviolet light and shall seal out water, air, and moisture. Sealer shall be UL listed and conform to NFPA 90A & 90B. Sealer shall be Childers CP-145A, or equal.

#### 2.14 DUCTWORK HANGER/SUPPORT:

- A. Hang and support ductwork as defined by SMACNA, Chapter 5 2005 Manual, First Edition, or as defined within. Hanger spacing not to exceed 8'.

## 2.15 TURNING VANES:

- A. Turning vanes shall be double wall turning vanes fabricated from the same material as the duct. Tab spacing shall be SMACNA Standard. Rail systems with non-standard tab spacings shall not be accepted. All tabs shall be used, do not skip tabs. Mounting rails shall have friction insert tabs which align the vanes automatically. Vanes shall be subjected to tensile loading and be capable of supporting 250 lbs. when fastened per the manufacturers instructions.

## 2.16 APPARATUS CONNECTIONS:

- A. Flexible connections: For low velocity ductwork (less than 2,400 FPM), provide flexible connections at inlet and outlet of each fan connected to ductwork and elsewhere as indicated. Flexible connections shall be 6 inches wide, waterproof and fireproof, and shall be equal to “Hardcast Connector Plus Neoprene” flexible connectors. Provide at least one inch slack.

## 2.17 PIPE AND FITTINGS:

- A. Schedule of pipe and fittings: Piping and fittings shall conform to requirements as indicated herein.
- B. All pipe shall be domestically produced from domestic forgings.

## 2.18 SCHEDULE OF PIPING

SERVICE	ITEM	PIPING	FITTINGS	FLANGES OR UNIONS
Steam and Condensate	Steam mains 2-1/2” and larger	Black seamless steel ASTM A-106 or electric weld ASTM A-53 Sch. 40	Buttweld black steel Sch. 40	150 lb. forged black steel welding neck or slip-on flat face
	Condensate	Black seamless steel ASTM A-106 or electric weld ASTM A53 Sch. 80	Buttweld black steel Sch. 80	150 lb. forged black steel slip-on
Hot & Chilled Water	2” and smaller	Type L, Hard drawn copper	Solder type wrought copper	Wrought solder copper to copper
	2-1/2” and larger	Black steel Sch. 40	Buttweld black steel	150 lb. forged forged steel

		ASTM A-53	Sch. 40	slip-on
Unitary Condensate Drain	2" and smaller	Type L, Hard drawn copper	Solder type wrought copper	Wrought solder copper to copper

2.19 VALVES LIST: All valves of similar type shall be of a single manufacture unless otherwise specified, and be of manufacturer's highest grade.

- A. All valves shall have malleable iron handwheels, valves 2-1/2 and larger cast iron handwheels, self locking stem nuts, and Teflon impregnated stem packing. Valves shall be asbestos free.
- B. Sizes up to and including 2" bronze body, screw ends, union bonnet, 200 pound saturated steam, meeting MSS-SP80; (Use for all steam service and boiler feed above 50 PSI steam to 200 WSP).

MANUFACTURER	GATE (RISING STEM)	GLOBE	CHECK
Hammond	IB-652	IB-434	IB-944
Milwaukee	1182	592A	508
Nibco T-174A	T-256-AP	T-453-B	
Stockham	B-144	B-132	B-345

- C. Sizes 2-1/2 and larger, flanged end, cast iron body, bronze mounted, 250 pound saturated steam, meeting MSS-SP 70, SP-85 or SP-71 as applicable: (Use for all steam service and boiler feed service operating above 50 PSI to 200 WSP.)

MANUFACTURER	GATE (OS & Y)	GLOBE	CHECK
Hammond	IR-330	IR-313	IR-322
Milwaukee	F-2894	F-2983	F-2970
Nibco F-667-0	F-768-B	F-968-B	
Stockham	F-667	F-532	F-947

- D. Sizes up to and including 2" bronze body, screwed ends, screwed bonnet, 125 pound saturated steam, meeting MSS-SP80; (Use for chilled water, low pressure steam service and boiler feed below 50 PSI steam to 200 WOG).

MANUFACTURER	GATE (RISING STEM)	GLOBE	CHECK
Hammond	IB-640	IB-440	IB-904
Milwaukee	148	502	509
Nibco T-111	T-211-B	T-413-B	
Stockham	B-100	B-16	B-319

- E. Sizes 2-1/2 and larger, flanged end, cast iron body, bronze mounted, 125 pound saturated steam, meeting MSS-SP 70, SP-85 or SP-71 as applicable: (Use for chilled water, low

pressure steam service and boiler feed service operating below 50 PSI steam to 200 WOG.)

MANUFACTURER	GATE (OS & Y)	GLOBE	CHECK
Hammond	IR-1140	IR-116	IR-1124
Milwaukee	F-2885	F-2981	F-2974
Nibco F-617-0	F-718-B	F-918-B	
Stockham	G-623	G-512	G-931

- F. Sizes up to and including 2" bronze body, sweat ends; screwed bonnet, 125 pound saturated steam, meeting MSS-SP80; (Use for chilled water to 200 WOG).

MANUFACTURER	GATE (RISING STEM)	GLOBE	CHECK
Hammond	IB-635	IB-418	IB-912
Milwaukee	149	1502	1509
Nibco S-111	S-211-B	S-413-B	
Stockham	B-109	B-17	B-309

## 2.20 AUTOMATIC FLOW CONTROL VALVES:

- A. Flow control valves shall be by Griswold Controls Isolator Y, or equal by Nexus and Flow Design Inc, forged brass body with a stainless steel flow control cartridge assembly. The body design allows inspection or removal of cartridge without disturbing piping connections. Body has an integral handle ball valve, and a union end with interchangeable end pieces for the outlet of the valve body, and an integral 20 mesh stainless steel strainer element. The Isolator Y is provided with two pressure/temperature test valves with a hose bib adapter and cap.

## 2.21 COMBINATION STOP-BALANCING VALVES:

### A. Ball Valves:

1. Sizes up to and including 2":
  - a) Ball valves shall be NIBCO 585 ball valves, or Watts, Milwaukee, Apollo or equal, bronze body, threaded or soldered ends, 600 psi close off and memory stop with "Nib-Seal" insulated handle.

### B. Butterfly Valves:

1. Butterfly valves shall be equal to Demco Inc. - Series NE lug type or Watts, Milwaukee, Apollo or equal, with corrosion resistant stainless steel stems, bronze discs, phenolic backup ring, and shall be suitable for temperature ranges - 10° to 275° F for 2-1/2" and larger. EPT seats shall be field replaceable.
2. Handles for valves 2-1/2" thru 6" shall be infinite throttling with memory stop. Valves 8" and larger shall be gear operated with hand crank and memory stop.

C. Circuit Setters:

1. Circuit setters shall be equal to Bell and Gossett Company - Model CB for sizes to eight inches. Up to three inches shall be of bronze and shall be constructed for a minimum of 200 psi at 250° F. Above three inches shall be of cast iron with flanged connections or ductile iron with grooved connections suitable for 175 psi working pressure. Each setter shall have meter connections for balancing. Model CB valves up to three inches shall be provided with a pre-formed polyurethane insulation unit.

2.22 BALANCING VALVES:

A. Balancing Cocks:

1. Balancing cocks shall be bronze plain straightway, threaded, 150 psi W.O.G. for sizes 2-inch and smaller. Cock shall have square head with check pin.

2.23 STRAINERS:

- A. Strainers shall be equal to Spirax Sarco Company Y-pattern sediment separators, or equal by ITT or Armstrong, iron body, monel mesh screen. Sizes 2-1/2 inches and larger to be flanged pattern, Type CI-125; sizes 2 inches and smaller to be screwed pattern Type IT. Where basket type strainers are called for on drawings, they shall be Type Flanged - 125 cast iron large capacity.

2.24 TRAPS:

- A. Provide traps for all locations indicated on drawings. Inverted bucket traps shall be Armstrong Series 800 or equal by ITT or Spirax Sarco and F & T traps shall be Armstrong Series B or equal by ITT or Sarco. Pressure rating of traps shall exceed that of line that it serves.

2.25 THERMOMETERS FOR DUCTWORK:

- A. Provide in the discharge in the return air and outside air of all air handling units, a Marshalltown Figure No. 112, or Weiss, F.W. Dwyer or equal, bimetal indicating dial range 0-140 degrees F thermometer. All thermometers shall be placed in a location so as to be easily and conveniently read.

2.26 FILTER RESISTANCE INDICATORS:

- A. Provide filter resistance indicators for each air handling unit on external of filter section and in an accessible location. Filter Resistance Indicator shall be as manufactured by F.W. Dwyer Manufacturing Company, Series 2000 or Marshalltown, Weiss or equal.



## 2.27 MODULAR AIR HANDLING UNITS:

### A. UNIT CONSTRUCTION

1. Fabricate unit with heavy gauge channel posts and panels secured with mechanical fasteners. All panels, access doors, and ship sections shall be sealed with permanently applied bulb-type gasket. Shipped loose gasketing is not allowed.
2. Panels and access doors shall be constructed as a 2-inch nominal thick; thermal broke double wall assembly, injected with foam insulation with an R-value of not less than R-13.
  - a) The inner liner shall be constructed of G90 galvanized steel.
  - b) The outer panel shall be constructed of G90 galvanized steel.
  - c) The floor plate shall be constructed as specified for the inner liner.
  - d) Unit will be furnished with solid inner liners.
3. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, maximum 5 inches of positive or 6 inches of negative static pressure. Deflection shall be measured at the panel midpoint.
4. The casing leakage rate shall not exceed .5 cfm per square foot of cabinet area at 5 inches of positive static pressure or 6 inches of negative static pressure (.0025 m<sup>3</sup>/s per square meter of cabinet area at 1.24 kPa static pressure).
5. Module to module field assembly shall be accomplished with an overlapping, full perimeter internal splice joint that is sealed with bulb type gasketing on both mating modules to minimize on-site labor and meet indoor air quality standards.
6. Access doors shall be flush mounted to cabinetry, with minimum of two six inch long stainless steel piano-type hinges, latch and full size handle assembly. Access doors shall swing outward for unit sections under negative pressure. Access doors on positive pressure sections, shall have a secondary latch to relieve pressure and prevent injury upon access.
7. A 6-inch formed G60 galvanized steel base rail shall be provided by the unit manufacturer for structural rigidity and condensate trapping. The base rail shall be constructed with 12-gauge nominal for unit sizes 003 - 035 and 10-gauge nominal for unit sizes 040 - 090.
8. Construct drain pans from stainless steel with cross break and double sloping pitch to drain connection. Provide drain pans under cooling coil section. Drain connection centerline shall be a minimum of 3'' above the base rail to aid in proper condensate trapping. Drain connections that protrude from the base rail are not acceptable. There must be a full 2'' thickness of insulation under drain pan.

### B. FAN ASSEMBLIES

1. Acceptable fan assembly shall be a double width, double inlet, class II, belt-drive type housed airfoil fan dynamically balanced as an assembly, as shown in schedule. Maximum fan RPM shall be below first critical fan speed. Fan assemblies shall be dynamically balanced by the manufacturer on all three planes and at all bearing supports. Copper lubrication lines shall be provided and extend from the bearings and attached with grease fittings to the fan base assembly near access door. If not supplied at the factory, contractor shall mount copper lube lines in the field. Fan and motor shall be mounted internally on a steel base. Provide access to motor, drive, and bearings through hinged access door.

2. Fan and motor shall be mounted internally on a steel base. Factory mount motor on slide base that can be slid out the side of the unit if removal is required. Provide access to motor, drive, and bearings through hinged access door. Fan and motor assembly shall be mounted on 2" deflection spring vibration type isolators inside cabinetry.

C. BEARINGS, SHAFTS, AND DRIVES

1. Bearings: Basic load rating computed in accordance with AFBMA - ANSI Standards. The bearings shall be designed for service with an L-50 life of 200,000 hours and shall be a heavy duty pillow block, self-aligning, grease-lubricated ball or spherical roller bearing type.
2. Shafts shall be solid, hot rolled steel, ground and polished, keyed to shaft, and protectively coated with lubricating oil. Hollow shafts are not acceptable.
3. V-Belt drives shall be cast iron or steel sheaves, dynamically balanced, bored to fit shafts and keyed. Fixed sheaves, matched belts, and drive rated based on motor horsepower. Minimum of 2 belts shall be provided on all fans with 10 HP motors and above. Standard drive service factor minimum shall be 1.1 S.F. for 1/4 HP – 7.5 HP, 1.3 S.F. for 10 HP and larger, calculated based on fan brake horsepower.

D. ELECTRICAL

1. Fan motors shall be manufacturer provided and installed, Open Drip Proof, inverter duty premium efficiency (meets or exceeds EPC requirements), 1750 RPM, single speed. See electrical drawings for voltage requirements.
2. The air handler(s) shall be ETL and ETL-Canada listed by Intertek Testing Services, Inc. Units shall conform to bi-national standard ANSI/UL Standard 1995/CSA Standard C22.2 No. 236.
3. Wiring Termination: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclosed terminal lugs in terminal box sized to NFPA 70.
4. Manufacturer shall provide ASHRAE 90.1 Energy Efficiency equation details for individual equipment to assist Building Engineer for calculating system compliance.
5. Installing contractor shall provide GFI receptacle within 25 feet of unit to satisfy National Electrical Code requirements.
6. Provide VFD Ready option for fan section along with VFD. Shall consist of inverter duty motor pre-wired to external junction box on fan section. Provide Nema1 VFD equal to ABB Series ACH550-VCR with circuit breaker disconnect, Eclipse automatic bypass and removable keypad. VFD shall be Bacnet capable. VFD shall ship loose to prevent shipping and installation damage. VFD to be field installed by installing contractor and wired on the air handler fan section above factory junction box. VFD shall be provided with factory start-up as well as a 2 year parts and repair labor warranty.

E. COOLING COILS

1. Certification: Acceptable water cooling, water heating, steam, and refrigerant coils shall be certified in accordance with AHRI Standard 410 and bear the AHRI label. Coils exceeding the scope of the manufacturer's certification and/or the range of AHRI's standard rating conditions will be considered provided the

- manufacturer is a current member of the AHRI Forced Circulation Air-Cooling and Air-Heating Coils certification programs and that the coils have been rated in accordance with AHRI Standard 410. Manufacturer must be ISO 9002 certified.
2. Water cooling coil shall be provided. Provide access to coil(s) for service and cleaning. Enclose coil headers and return bends fully within unit casing. Unit shall be provided with coil connections that extend a minimum of 5" beyond unit casing for ease of installation. Drain and vent connections shall be provided exterior to unit casing. Coil connections must be factory sealed with grommets on interior and exterior panel liners to minimize air leakage and condensation inside panel assembly. If not factory packaged, Contractor must supply all coil connection grommets and sleeves. Coils shall be removable through side and/or top panels of unit without the need to remove and disassemble the entire section from the unit.
  3. Headers shall consist of seamless copper tubing to assure compatibility with primary surface. Headers to have intruded tube holes to provide maximum brazing surface for tube to header joint, strength, and inherent flexibility. Header diameter should vary with fluid flow requirements.
  4. Fins shall have a minimum thickness of 0.0075 inch aluminum plate construction. Fins shall have full drawn collars to provide a continuous surface cover over the entire tube for maximum heat transfer. Tubes shall be mechanically expanded into the fins to provide a continuous primary to secondary compression bond over the entire finned length for maximum heat transfer rates. Bare copper tubes shall not be visible between fins.
  5. Coil tubes shall be 5/8 inch OD seamless copper, 0.020 inch nominal tube wall thickness, expanded into fins, brazed at joints.
  6. Coil connections shall be carbon steel, NPT threaded connection. Connection size to be determined by manufacturer based upon the most efficient coil circuiting. Vent and drain fittings shall be furnished on the connections, exterior to the air handler. Vent connections provided at the highest point to assure proper venting. Drain connections shall be provided at the lowest point to insure complete drainage and prevent freeze-up.
  7. Coil casing shall be a formed channel frame of galvanized steel.

**F. STEAM COILS**

1. Steam coil shall be provided. Provide access to coil(s) for service and cleaning. Enclose coil headers and return bends fully within unit casing. Unit shall be provided with coil connections that extend a minimum of 3" beyond unit casing for ease of installation. Coil connections must be factory sealed with grommets on interior and exterior panel liners to minimize air leakage and condensation inside panel assembly. If not factory packaged, Contractor must supply all coil connection grommets and sleeves. Coils shall be removable through side and/or top panels of unit without the need to remove and disassemble the entire section from the unit.
2. Steam coil headers shall be made of nonferrous materials using seamless copper tubing with intruded tube holes to permit expansion and contraction without creating undue stress or strain. Both the supply and return headers shall be completely encased by the coil casing. Coil shall be pitched in the unit to assure positive condensate drainage. Steam coils shall be furnished as uncased to allow for thermal movement and slide into a pitched track for drainage. Orificed baffle

plates shall be installed in the supply connection to ensure proper diffusion of entering steam.

3. Fins shall have a minimum thickness of 0.0075 inch of aluminum with full drawn collars to provide a continuous surface cover over the entire tube for maximum heat transfer. Tubes shall be mechanically expanded into the fins to provide a continuous primary-to-secondary compression bond over the entire finned length for maximum heat transfer rates. Bare copper tubes shall not be visible between fins.
4. Steam coils shall be provided with round seamless 0.020 inch thick copper tubes. Tubes on two-row coils are staggered in the direction of airflow. All joints shall be brazed.
5. Coil connections shall be carbon steel, threaded connection. Connection size to be determined by manufacturer based upon the most efficient coil circuiting.
6. Coil casing shall be furnished as an uncased galvanized steel track to allow for thermal movement and slide into a pitched track for fluid drainage.

G. FILTERS

1. Furnish flat filter in mixing box section with 4-inch pleated MERV 8 filter with microbial resistant Intersept coating. Provide side loading and removal of filters. 2 Inch filters shall not be acceptable due to inadequate dust holding capability.
2. Filter media shall be UL 900 listed, Class I or Class II.
3. Filter Magnehelic gauge(s) shall be furnished and mounted by others.

H. ADDITIONAL SECTIONS

1. Mixing box section shall be provided with top outside air opening and end return air opening with or without parallel low leak airfoil damper blades. Dampers shall be hollow core galvanized steel airfoil blades, fully gasketed and have continuous vinyl seals between damper blades in a galvanized steel frame. Dampers shall have stainless steel jamb seals along end of dampers. Linkage and ABS plastic end caps shall be provided when return and outside air dampers sized for full airflow. Return and outside air dampers of different sizes must be driven separately. Damper Leakage: Leakage rate shall be less than two tenths of one percent leakage at 2 inches static pressure differential. Leakage rate tested in accordance with AMCA Standard 500.

2.28 VARIABLE AIR VOLUME (VAV) TERMINAL UNITS:

- A. Provide Trane variable air volume terminal units or approved equal (see Section 230010) of the type, arrangement, size, and indicated capacities and characteristics. Unit performance data shall be rated in accordance with ARI Standard 880. Single and dual duct terminal units shall be UL listed as an entire assembly.
- B. VAV units shall be ceiling mounted primary air control terminal units for connection to a single medium - 1.5-3.0 in. wg. pressure duct of a central air distribution system. Terminals units shall be provided with integral heating coils. Identify each terminal unit with clearly marked identification label and airflow indicator. Label shall include unit nominal air flow, maximum factory-set air flow, minimum factory-set air flow, and coil type.

- C. Units shall be completely factory-assembled, manufactured of corrosion protected steel, and fabricated with a minimum of 18-gauge metal on the high pressure (inlet) side of the terminal unit damper and 22-gauge metal on the low pressure (outlet) side and unit casing. The interior surface of unit casing is acoustically and thermally lined with a minimum of 1/2 inch, 2.0 lb./cu. ft. density glass fiber with foil facing. Insulation shall meet NFPA-90A, UL 181 and bacteriological standard ASTM C 665.
- D. Locate primary air control damper assembly inside unit casing. Construct the damper assembly from extruded aluminum and/or a minimum 20 gauge galvanized steel components. Maximum damper leak rate shall not exceed 1% of damper nominal CFM at 4 inch wg. differential. Provide damper assembly with integral flow sensor. Flow sensor shall be a multi-point, averaging, ring or cross type.
- E. The hot water reheat coil shall be factory-installed on the discharge outlet. The coil shall have 144 aluminum-plated fins per foot. The 3/8" OD seamless copper tubes shall be mechanically expanded into the fin collars. Coils shall be proof tested at 450 psig and leak tested at 300 psig air pressure under water. Coil connections shall be as indicated on the drawings.
- F. Direct digital controls (DDC) shall be supplied by Building Automation System Contractors to VAV Box Manufacture for factory installation. Field mounted DDC Controls are not acceptable. Terminal unit manufacturer shall provide and factory install an electric 24 VAC 3-wire floating control damper actuator.

### PART 3 - EXECUTION

#### 3.1 DUCTWORK, GENERAL:

- A. Drawings show general arrangement of duct. Provide all ductwork required to complete installation and avoid interferences. Installation shall conform with applicable portions of Section 230010, General Provisions, HVAC. Fabricate ducts as job progresses, using actual job measurements and referring to architectural, structural, electrical, plumbing and equipment drawings in order to avoid conflicts. Where space limitations preclude use of ducts and fittings as shown, consult Engineer for instructions. All ductwork, offsets, fittings, etc. required to make a complete and efficiently operating installation are included in this contract and shall be fabricated and installed in accordance with SMACNA Standards for the application unless noted otherwise herein.
- B. All duct dimensions shown on drawings are "inside clear". The sizes of acoustically lined ducts and dampers in ducts shall be increased accordingly. Ducts shall be smooth on inside.
- C. Provide flexible duct connectors at all ductwork connections to equipment with fans, motors or rotating components.
- D. Install double thickness turning vanes in duct fittings having centerline radius less than 1-1/2 times width of duct.

- E. Support ducts from building structure with 1 inch wide galvanized steel bands per SMACNA recommendations. Wire hangers and nylon straps will not be acceptable.
- F. Do not install runout drops to ceiling diffusers until ceiling grids have been installed. Center ceiling diffusers between grids.
- G. Seal all joints in supply, return and exhaust ducts with Childers CP-145 Veloseal, or McGill Airseal, DuroDyne or equal water based synthetic duct sealant, or equal.
- H. Upon complete installation of ducts, clean entire system of rubbish, plaster, dirt, etc. before installing any outlets. After installation of outlets and connections to fans are made, blow out entire system with all control devices wide open.

### 3.2 PIPING, GENERAL:

- A. All piping shall conform with Section 230010 - General Provisions - HVAC.
- B. Provide a flange or union in screwed or welded pipe where pipe connects to equipment. At control valves, install union in each pipe connecting to the device. Screwed unions shall not be installed where they will be subjected to bending stresses, as in expansion loops or offsets.
- C. Provide flexible pipe connectors at all piping connections to pumps.
- D. Run pipes parallel to walls and ceilings. Wherever pipes change size, use eccentric fittings. Run piping so as not to obstruct walking or service areas.
- E. Pipe and equipment locations shown are approximate. Exact location of equipment, pipes, and chases to be as approved and determined in field to avoid other pipes and maintain structural clearances. Use actual job dimensions and equipment shop drawings for roughing.
- F. Piping to comply with best trade practice. Provide clearance between pipe and building structure so pipes can expand without damage to building structure.
- G. Install manual air vents at all high points in piping system and 1/2" drain valves at all low points in piping system.
- H. Pipe water relief drains, blowdown, and other drains to, but not into, the most convenient floor drain or where otherwise directed.
- I. When soldering refrigerant pipe joints, a dry nitrogen purge shall be required through the inside of the pipe to prevent oxidation.

### 3.3 CHEMICAL WATER TREATMENT:

- A. After hydrostatic pipe testing the closed loop heating, cooling, and condenser water system shall be pre-treated and post-treated to clean the pipe system and provide corrosion resistance.

- B. For initial cleaning, air handlers, coils and heat exchanger shall be isolated. Provide a liquid alkaline cleaner to clean the pipe systems. Cleaner shall be circulated for 8 hours minimum. Bleed and feed water until the total dissolved solids <500 uS/cm, the pH <7.8, and there is no visible color or suspended soils. Clean all strainers open all valves and circulate water for one hour. Flush all water from system.
- C. For final treatment provide sufficient scale and corrosion inhibitor immediately after flushing.

#### 3.4 EQUIPMENT, GENERAL:

- A. All equipment specified herein shall be installed in accordance with manufacturer's published installation instructions and these specifications. All items shall have adequate clearances for access and maintenance. Each item of equipment shall be performance tested to verify compliance with specifications. Certified data sheets of successful performance tests shall be included in operating manuals.

#### 3.5 SUBMITTALS:

- A. Provide submittals as required in Section 230010. At completion of work, submit check-out report of automatic control system. Submit start up reports per Section 230010. Submit test and balance report per 230010. Submit manufacturer's installation, operation, and maintenance instructions.

END OF SECTION 230500

## SECTION 230548 - VIBRATION ISOLATION AND SEISMIC RESTRAINT

### PART 1 – GENERAL

- 1.1 The work in this section consists of furnishing engineering and materials necessary for vibration isolation and seismic restraints for equipment contained herein for the project. All mechanical equipment 3/4 HP and over listed in the Vibration Isolation / Seismic schedule shall be mounted on vibration isolators to prevent the transmission of objectionable vibration and vibration induced sound to the building structure. All isolation materials, flexible connectors and seismic restraints shall be of the same manufacturer and shall be selected and certified using published or factory certified data. Any variance or non-compliance with these specification requirements shall be corrected by the contractor in an approved manner. The contractor and manufacturer of the isolation and seismic equipment shall refer to the isolator and seismic restraint schedule which lists isolator types, isolator deflections and seismic restraint type. Vibration isolators shall be selected in accordance with the equipment, pipe or duct weight distribution so as to produce reasonably uniform deflections.
- 1.2 Unless otherwise specified, all mechanical, and plumbing equipment, pipe, and duct shall be restrained to resist seismic forces. Restraints shall maintain equipment, piping, and duct work in a captive position. Restraint devices shall be designed and selected to meet the seismic requirements as defined in the latest issue of the IBC or local jurisdiction building code.
- 1.3 SEISMIC RESTRAINT SHALL NOT BE REQUIRED FOR THE FOLLOWING:
  - A. Hanging, wall mounted, and flexibly supported mechanical, plumbing and components that weigh 20 pounds (89 N) or less, where  $I_p = 1.0$  and flexible connections are provided between the components and associated duct work, piping and conduit.
  - B. Piping supported by individual clevis hangers where the distance, as measured from the top of the pipe to the supporting structure, is less than 12 inches (305mm) for the entire pipe run and the pipe can accommodate the expected deflections. Trapeze or double rod hangers where the distance from the top of the trapeze or support to the structure is less than 12 inches for the entire run. Hanger rods shall not be constructed in a manner that would subject the rod to bending moments (swivel, eye bolt, or vibration isolation hanger connection to structure).
  - C. High deformability piping (steel, copper, aluminum with welded, brazed, grooved, or screwed connections) designated as having an  $I_p = 1.5$  and a nominal pipe size of 1 inch or less where provisions are made to protect the piping from impact or to avoid the impact of larger piping or other mechanical equipment. Note, any combination of piping supported on a trapeze where the total weight exceeds 10 lb/ ft. must be braced.
  - D. High deformability piping (steel, copper, aluminum with welded, brazed, grooved, or screwed connections) and limited deformability piping (cast iron, FRP, PVC) designated with an  $I_p = 1.0$  and a nominal pipe size of 1 inch and less in the mechanical equipment room, or 2" and less outside the mechanical equipment room.



- E. PVC or other plastic or fiberglass vent piping.
- F. HVAC ducts suspended from hangers that are 12 inches or less in length from the top of the duct to the supporting structure and the hangers are detailed to avoid significant bending of the hangers and their connections. Duct must be positively attached to hanger with minimum #10 screws within 2" from the top of the duct.
- G. HVAC duct with an  $I_p = 1.5$  that have a cross-section area less than 4 square feet. HVAC ducts with an  $I_P = 1.0$  that have a cross sectional area of less than 6 square feet.
- H. Equipment items installed in-line with the duct system (e.g, fans, heat exchangers and humidifiers) with an operating weight less than 76 pounds. Equipment must be rigidly attached to duct at inlet and outlet.

#### 1.4 MANUFACTURER'S RESPONSIBILITIES:

- A. Manufacturer of vibration and seismic control products shall have the following responsibilities:
- B. Determine vibration isolation and seismic restraint sizes and locations.
- C. Provide piping, ductwork and equipment isolation systems and seismic restraints as scheduled or specified.
- D. Provide installation instructions and shop drawings for all materials supplied under this section of the specifications.
- E. Provide calculations to determine restraint loads resulting from seismic forces presented in local building code or IBC, Chapter 16 latest edition. Seismic calculations shall be certified & stamped by an engineer in the employ of the seismic equipment manufacturer with a minimum 5 years experience and licensed in the project's jurisdiction. Provide calculations for all floor or roof mounted equipment, all suspended or wall mounted equipment 20lbs or greater, and vibration isolated equipment 20lbs or greater.
- F. Calculations and restraint device submittal drawings shall specify anchor bolt type, embedment, concrete compressive strength, minimum spacing between anchors, and minimum distances of anchors from concrete edges.
- G. The seismic supplier shall provide a certificate of professional liability insurance for the seismic engineer for an amount not less than \$1,000,000.00.

#### 1.5 SUBMITTALS:

- A. Submit shop drawings of all isolators, seismic restraints and calculations provided. The manufacturer of vibration isolation products shall submit the following data for each piece of isolated equipment: clearly identified equipment tag, quantity and size of vibration isolators and seismic restraints for each piece of rotating isolated equipment. Submittals for mountings and hangers incorporating springs shall include free height,

rated deflections, and solid load. Submittals for bases shall clearly identify locations for all mountings as well as all locations for attachment points of the equipment to the mounting base. Submittals shall include seismic calculations signed and checked by a qualified licensed engineer in the employ of the manufacturer of the vibration isolators. Catalog cut sheets and installation instructions shall be included for each type of isolation mounting or seismic restraint used on equipment being isolated.

- B. Provide shop drawings indicating location of all specification SC cable restraints (section 2.3.2) required for pipe and ductwork. Drawings must be stamped by manufacturer's registered professional engineer.
- C. Mechanical, electrical and plumbing equipment manufacturers shall provide certification that their equipment is capable of resisting expected seismic loads without failure. Equipment manufacturers shall provide suitable attachment points and/or instructions for attaching seismic restraints.

## PART 2 - PRODUCTS

### 2.1 QUALITY CONTROL:

- A. The isolators and seismic restraint systems listed herein are as manufactured by Amber / Booth, Mason Industries, Kinetics, or approved equals which meet all the requirements of the specifications, are acceptable. Manufacturer must be a member of the Vibration Isolation and Seismic Control Manufacturers Association (VISCMA). Non-isolated seismic rated curbs by Imperial Metals are acceptable.
- B. Steel components shall be cleaned and painted with industrial enamel. All nuts, bolts and washers shall be zinc-electroplated. Structural steel bases shall be thoroughly cleaned of welding slag and primed with zinc-chromate or metal etching primer.
- C. All isolators, bases and seismic restraints exposed to the weather shall utilize cadmium plated, epoxy coat or PVC coated springs and hot dipped galvanized steel components. Nuts, bolts and washers may be zinc-electroplated. Isolators for outdoor mounted equipment shall provide adequate restraint for the greater of either wind loads required by local codes or withstand a minimum of 30 lb. / sq. ft. applied to any exposed surface of the equipment.

### 2.2 SEISMIC RESTRAINTS:

- A. Specification SC: Restraint assembly for suspended equipment, piping or ductwork consisting of high strength galvanized steel aircraft cable. Cable must have Underwriters Laboratories listed certified break strength, and shall be color-coded for easy field verification. Secure cable to structure and to braced component through bracket or stake eye specifically designed to exceed cable restraint rated capacity. Cable must be manufactured to meet or exceed minimum materials and standard requirements per AISI Manual for structural applications of steel cables and ASTM A630. Break strengths must be per ASTM E-8 procedures. Safety factor of 1.5 may be used when prestretched cable

is used with end connections designed to meet the cable break strength. Otherwise safety factor 3.76 must be used. Cables shall be sized for a force as listed in section 1.3. Cables shall be installed to prevent excessive seismic motion and so arranged that they do not engage during normal operation. Restraint shall be Amber/Booth Type LRC or approved equal.

### PART 3 – EXECUTION

3.1 Isolator and seismic restraints shall be installed as recommended by the manufacturer. Isolate all mechanical equipment 3/4 hp and over per the isolation schedule and these specifications.

#### 3.2 INSTALLATION:

- A. Comply with manufacturer's instructions for the installation and load application of vibration isolation materials and products. Adjust to ensure that units do not exceed rated operating deflections or bottom out under loading, and are not short-circuited by other contacts or bearing points. Remove space blocks and similar devices (if any) intended for temporary support during installation or shipping. Locate isolation hangers as near the overhead support structure as possible. Adjust leveling devices as required to distribute loading uniformly on isolators. Shim units as required where leveling devices cannot be used to distribute loading properly.
- B. Install isolated inertia base frames and steel bases on isolator units as indicated so that a minimum of 1inch clearance below base will result when supported equipment has been installed and loaded for operation.
- C. Seismic Rated roof curbs shall be installed directly to building structural steel or concrete roof deck. Installation on top of steel deck or roofing material is not acceptable. Shimming of seismic rated curbs is not allowed.
- D. Housekeeping Pads shall be constructed and installed per ASHRAE's "A Practical Guide to Seismic Restraint". They shall be a minimum of .5" thicker than the maximum embedment required of any anchor but not less than 6". They shall be sized to provide minimum edge distances for all installed anchors. They must be anchored to the floor structure in an approved manner.
- E. Concrete anchor locations shall not be near edges, stress joints, or an existing fracture. All anchor bolts to steel shall be ASTM A307 or better

#### 3.3 APPLICATION OF SEISMIC RESTRAINTS:

- A. Rigidly Mounted Equipment:
  - 1. Floor mounted equipment shall be protected by properly sized anchor bolts with elastomeric grommets provided by the isolation manufacturer. Suspended equipment shall be protected with type SC bracing.

B. Piping:

1. All piping not exempted shall be protected in all planes by type SC restraints, designed to accommodate thermal movement as well as restrain seismic motion. (spring-loaded control rods should be used on flexible connectors in system). Tanks and vessels connected inline to piping shall be restrained independently. Locations shall be as determined by the isolator/seismic restraint supplier, and shall include, but not be limited to: (1) At a proximity to protect all drops to equipment connections and (2) At changes in direction of pipe as required to limit over stressing of pipe or movement that contacts other building material. (3) At horizontal runs of pipe, not to exceed the spacing as presented in Amber/Booth design criteria. (4) SMACNA design criteria.
2. Where riser pipes pass through cored holes, core diameters to be a maximum of 2" larger than pipe O.D. including insulation. Cored holes must be packed with resilient material or firestop as provided by other sections of this specification or local codes. No additional horizontal seismic bracing is required. Restrained isolators type C or SB shall support risers and provide longitudinal restraint at floors where thermal expansion is minimal and will not bind isolator restraints. For risers in pipe shafts, specification type SC cable restraints shall be installed at each level in a manner that does not interfere with thermal movement.

END OF SECTION 230548

## SECTION 230700 – HVAC INSULATION

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED:

- A. General Requirements: This section shall include all insulation as required for installation on all items as specified hereinafter and/or as indicated. All insulations shall be installed in a workmanlike manner by qualified workers in the employment of an independent insulation contractor. Costs of insulation shall be included as part of work by contractor as applicable to his section of work. No separate bid is to be included for insulation work.
- B. Fire hazard classification for all material shall not exceed flame spread of 25 and smoke development of 50 as classified by Underwriters Laboratories under Test Method ASTM E-84 and acceptable under NFPA Standards. This is to apply to the complete system and be a composite rating of insulation material with jacket or facings, vapor barrier, joint sealing tapes, mastic and fittings.
- C. Prior to commencing any work, submit data sheets for engineer's approval of all material proposed to be used on this project.

### PART 2 - PRODUCTS

#### 2.1 ABOVE GROUND INDOOR PIPING:

- A. Pipe Insulation:
  - 1. All water piping shall be insulated with heavy density fiberglass with all-service jacket equal to Owens-Corning Double Self-Sealing Lap, ASJ/SSL-II, one piece, to be used on all lines above and below ambient temperature from 0°F to 850°F.
  - 2. In block walls as construction progresses upwards, use Armacell AP Armaflex, or equal, in a thickness adequate to maintain an insulation surface temperature of 84°F. Miter elbows and seal with adhesive. Coat all joints with Childers CP-30 LO or CP-35 WB Vapor Barrier Coatings or equal per Section 230010.

#### 2.2 JACKET FOR EQUIPMENT ROOM PIPING:

- A. All insulated piping in equipment rooms shall be covered with eight (8) ounce cotton canvas manufactured in the United States. All hot water piping shall be lagged with Childers CP-9, CP-10 or CP-11 Weather Barrier Coating, or equal. All chilled water piping shall be lagged with Childers CP-30 LO Solvent thinned Vapor Barrier Coating or CP-35 Water Based Vapor Barrier Coating, or equal.

#### 2.3 PIPE INSULATION THICKNESS:

- A. Piping for the following systems shall be insulated to the thickness listed:

<u>Item</u>	<u>Insulation Thickness (Inches)</u>
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Fiberglass K = 0.24

Armaflex K = 0.25

Cold Pipes:

Chilled Water (Supply & Return)

Pipe up to 1-1/2"	1-1/2"
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Pipe 2" and above	2"
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Hot Pipes:

Steam and Condensate

Pipe up to 1-1/2"	2"
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Pipe 2" and above	3"
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Hot Water (Heating Supply & Return)

Pipe up to 1-1/2"	1-1/2"
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Pipe 2" and above	2"
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## 2.4 DUCTWORK INSULATION:

A. Supply, Return, and Fresh Air Return Ducts in Equipment Rooms:

1. Insulation shall be 1-1/2 inch thick board equal to Owens Corning 705 (FRK) (ASJ).

B. Return Transfer Ducts and Sound Elbows on Grilles:

1. Line all metal ducts with 1-1/2 pound density, 1 inch thick duct liner equal to Owens Corning Aeroflex PLUS. Liner shall meet requirements of ASTM C1338, G21 and G22 with respect to resistance to microbial growth.

C. Duct Insulation (Flexible, Internal):

1. Line all supply ducts as noted on drawings with 1-1/2 pound density, 1 inch thick duct liner equal to Owens Corning Aeroflex PLUS. Liner shall meet requirements of ASTM C1338, G21 and G22 with respect to resistance to microbial growth.

D. Supply Ducts in Plenums:

1. Insulate all metal ducts with 2" thick, 3/4 pound density duct wrap with FRK vapor barrier equal to Owens Corning Fiberglas All Service Duct Wrap.

PART 3 - EXECUTION

3.1 PIPE INSULATION:

- A. All insulation shall be applied to clean, dry surfaces butting all sections firmly together and finishing as specified hereinafter.
- B. All vapor barriers shall be sealed, and shall be continuous throughout. No staples shall be used on any vapor barrier jacket unless sealed with vapor barrier coating or vapor barrier tape.
- C. Insulation of all insulated lines shall be interpreted as including all pipe, valves, fittings and specialties comprising the lines, except flanged unions and screwed unions on hot piping.
- D. Valves and unions on chilled water piping shall have oversized insulation applied and sealed with CP-30 LO or CP-35 or equal.
- E. Where sectional insulation is not practical, the proper insulation cement or block insulation shall be utilized by forming it to the applied surface.
- F. Insulation over fittings and soil pipe hubs shall be of equal thickness as the adjoining pipe insulation.
- G. Pipe Insulation Protection: Direct contact between pipe and hangers shall be avoided. Hanger shall pass outside of a sheet metal protection saddle which shall cover a section of high density insulation (cellular glass or calcium silicate), of sufficient length to support the weight of the pipe without crushing the insulation. The vapor barrier shall be continuous behind the saddle or shall be lapped over the saddle and securely cemented thereto.
- H. Foamglas: All butt joints shall be staggered and longitudinal, and end joints and seams shall be thoroughly coated with asphalt base mastic before applying. Insulation shall be held in place with 18-gauge copper clad wire on 12-inch centers. Before applying jacket, all voids, cracks, and punctures shall be filled in with foamglass shaving and mastic. Insulation shall be jacketed with the manufacturer's recommended waterproofing membrane and installed as per the manufacturer's suggested application procedures.
- I. Flow measurement: Provide a removable section of insulation for each pump at location designated by the engineer. Removable section shall be approximately 18 inches long and shall consist of two (2) 1/2" layers of Armaflex, or equal, with staggered joints. Insulation shall be held in place by three (3) Velco straps and be fully removable and replaceable without disturbing adjacent pipe insulation. All joints shall retain vapor seal integrity.

- J. All pipe covering shall be furnished with self-seal lap and 3" wide butt joint strips. The release paper is pulled from adhesive edge, pipe covering closed tightly around pipe and self-seal lap rubbed hard in place with the blunt edge of an insulation knife. This procedure applied to longitudinal as well as circumferential joints. Staple all longitudinal and circumferential joints with 9/16" staples 6" on center and seal over all staples with Childers CP-30 or equal vapor barrier coating. Care shall be taken to keep jacket clean as it is the finish on all exposed work. All adjoining insulation sections shall be firmly butted together before butt joint strip is applied, and all chilled water and cold water service lines shall have vapor barrier coating thoroughly coated to pipe at butt joints and at all fittings. All fittings, valve bodies, unions, and flanges shall be finished as follows:
- K. To the hot insulated fittings, apply a tack coat of Childers CP-10 or CP-11 (use CP-35 on cold piping) or equal at the rate of 2 gallons per 100 S.F. While the tack coat is still wet, a layer of 10 x 10 fiberglass reinforcing mesh shall be embedded with all fabric seams overlapped a minimum of 2". A finish coat, at a coverage rate of 4 gallons per 100 S.F. shall be applied, fully covering the reinforcing mesh.
- L. Apply fiberglass inserts to all other hot fittings and cold water fittings in conjunction with Proto PVC Fitting Covers. Seal cold applications as recommended by the manufacturer.
- M. Refrigerant Pipe Insulation: Armaflex insulation shall be slip fit over all tubing. Under no circumstances shall insulation be slit to fit over pipe already in place. Sufficient length shall be provided at all bends or turns to prevent the insulation from being pulled too tight and cracking. All seams and butt joints shall be adhered and sealed using Armaflex 520 or 520 BLV Adhesive or equal. Direct contact between pipe and hangers shall be avoided. Hanger shall pass outside of a sheet metal protection saddle which shall cover a section of high density insulation (cellular glass or calcium silicate), of sufficient length to support the weight of the pipe without crushing the insulation. The vapor barrier shall be continuous behind the saddle or shall be lapped over the saddle and securely cemented thereto.

### 3.2 DUCTWORK INSULATION:

- A. Board Insulation (External):
  - 1. Board shall be applied by means of resistance welded mechanical fasteners or equal. Pins shall not be less than 3 inches in from each edge or corner of board and no more than 12 inches on center. Cut side pieces of insulation to lap top and bottom and scribe board to fit irregular surfaces. Apply a three inch wide bank of Childers CP-30 LO or CP-35 Vapor Barrier Coating or equal on all joints of insulation. While tack coat is still wet, embed 3-inch wide White 10 x 10 Fiberglass reinforcing mesh and recoat fully covering the mesh. Pins shall not protrude excessively above fastening washers. Spot all washers with Childers CP-30 LO or equal and cover with material to match jacket.



B. Flexible Insulation (External):

1. Application: Insulation shall be wrapped tightly on the ductwork with all circumferential joints butted and longitudinal joints overlapped to the bottom of the rectangular duct. On ductwork over 24 inches wide, secure insulation with suitable resistance welded mechanical fasteners at not more than 18 inches on center. The 2-inch flange on the facing shall be stapled with 9/16 inch flare door stainless steel staples on 6 inch centers. Apply a three inch wide bank of Childers CP-30 LO or CP-35 or equal Vapor Barrier Coating on all joints of insulation. While tack coat is still wet, embed 3-inch wide White 10 x 10 Fiberglass reinforcing mesh and recoat fully covering the mesh. Spot all pin penetrations or punctures in the insulation with a full coat of CP-30 LO or CP-35 or equal.

C. Flexible Insulation (Internal):

1. Applications: Duct Liner shall be applied to the interior of metal ducts using Childers CP-121 HV Duct Liner Adhesive or an equal product having a flame spread of less than 25 and a smoke development of less than 50 and classified such by Underwriters Laboratories. Exposed edges of insulation shall be coated with a heavy layer of Childers CP-135 CHIL-SPRED or equal to eliminate erosion of fibers.
2. When duct height or plenum walls exceed 24 inches and when duct widths exceed 12 inches, resistance welded mechanical fasteners will be used in addition to duct liner adhesive. Fasteners shall start within 3 inches of the upstream transverse edges of the liner and 3 inches from the longitudinal joints. Fasteners should be spaced a maximum of 6 inches on center around the perimeter of the duct, except that they may be a maximum of 6 inches from a corner break. Elsewhere they shall be a maximum of 18 inches on center.
3. Insulation shall extend the full length of each duct section to permit butting firmly at the duct joints. All joints shall be tightly sealed with CP-135 or equal.

END OF SECTION 230700