

**PROJECT MANUAL FOR**

**Replace Boiler at CASB**

**Spartanburg, South Carolina**

**Project No. H34-9546**

**March 8, 2018**

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**PROJECT NUMBER:** H34-9546

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**SE-310**

**INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES**

**AGENCY/OWNER:** University of South Carolina  
**PROJECT NAME:** Replace Boiler at CASB  
**PROJECT NUMBER:** H34-9546  
**PROJECT LOCATION:** 385 Hodge Drive; Spartanburg SC 29303  
**DESCRIPTION OF PROJECT/SERVICES:** Replace boiler at USC Upstate College of Arts and Sciences(CASB)  
**BID/SUBMITTAL DUE DATE:** 4/5/2018 **CONSTRUCTION COST RANGE:** \$ 35,000.00 to \$ 45,000.00 N/A   
**PROJECT DELIVERY METHOD:** Design-Bid-Build

**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.**  
**PERFORMANCE BOND REQUIRED?** Yes  No  **PAYMENT BOND REQUIRED?** Yes  No   
**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** purchasing.sc.edu "Facilities/Construction"  
**PLAN DEPOSIT AMOUNT:** \$ N/A **IS DEPOSIT REFUNDABLE** Yes  No  N/A

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

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

**A/E NAME:** Peritus Engineers & Associates, Inc.  
**A/E CONTACT:** Jody C. Parker  
**A/E ADDRESS: Street/PO Box:** P O Box 16598  
City: Greenville State: SC ZIP: 29606-  
**EMAIL:** jparker@peritusengineers.com **TELEPHONE:** 864-277-8287

**AGENCY PROJECT COORDINATOR:** Aimee Rish  
**ADDRESS: Street/PO Box:** 1300 Pickens Street  
City: Columbia State: SC ZIP: 29208-  
**EMAIL:** arish@fmc.sc.edu **TELEPHONE:** 803-777-2261

**PRE-BID CONFERENCE:** Yes  No  **MANDATORY ATTENDANCE:** Yes  No   
**PRE-BID DATE:** 3/20/2018 **TIME:** 10:00AM **PLACE:** 155 American Way; Conf Rm 110 Spartanburg  
**BID DUE DATE:** See Above **TIME:** 2:00 PM **PLACE:** 1300 Pickens St; Conf Rm 100C; Cola; Metered parking available on Pickens St; Entrance at rear of building

**BID DELIVERY ADDRESSES:**

**HAND-DELIVERY:**

**Attn:** Aimee Rish "Bid Enclosed H34-9546"  
1300 Pickens Street  
Columbia, SC 29208

**MAIL SERVICE:**

**Attn:** Aimee Rish "Bid Enclosed H34-9546"  
1300 Pickens Street  
Columbia, SC 29208

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

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
*(OSE Project Manager)*

**South Carolina Division of Procurement  
Services, Office of the State Engineer Version of  
 AIA<sup>®</sup> Document A701<sup>™</sup> – 1997**

***Instructions to Bidders***

This version of AIA Document A701<sup>™</sup>–1997 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer (“SCOSE”). Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–1997 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701<sup>™</sup>– 1997, Instructions to Bidders — SCOSE Version,” or “AIA Document A701<sup>™</sup>–1997 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA® Document A701™ – 1997

## *Instructions to Bidders*

### for the following PROJECT:

*(Name and location or address)*

Replace Boiler at CASB Project # H34-9546

385 Hodge Drive, Spartanburg SC 29303

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina

1300 Pickens Street

Columbia, South Carolina 29201

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

### THE ARCHITECT:

*(Name, legal status and address)*

Peritus Engineers & Associates, Inc.

P O Box 16598

Greenville, South Carolina 29606

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

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents, collectively referred to as the **Invitation for Bids**, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, the Notice of Intent to Award, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean AIA Document A101™-2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™-2007 General Conditions of the Contract for Construction, SCOSE edition.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by submitting a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction. Bidders are expected to examine the Bidding Documents and Contract 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 Owner's attention prior to bid opening.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in Regulation 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

**§ 2.1.5 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.

§ 2.1.5.1 By submitting a bid, the bidder certifies that:

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

§ 2.1.5.2 Each signature on the bid is considered to be a certification by the signatory that the signatory:

- .1 Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.1.5.1 of this certification; or
- .2 Has been authorized, in writing, to act as agent for the bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.1.5.1 of this certification [As used in this subdivision, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
- .3 As an authorized agent, does certify that the principals referenced in Section 2.1.5.2.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification.

§ 2.1.5.3 If the bidder deletes or modifies Section 2.1.5.1.2 of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**§ 2.1.6 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.

**§ 2.1.7 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

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

- .1 Bidder and/or any of its Principals-
  - .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
  - .2 Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.1.7.1.1.2 of this provision.
- .2 Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

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- 3 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

§ 2.1.7.3 If Bidder is unable to certify the representations stated in Section 2.1.7.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsive.

§ 2.1.7.4 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section 2.1.7.1 of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

§ 2.1.7.5 The certification in Section 2.1.7.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### § 2.1.8 ETHICS CERTIFICATE

By submitting a bid, the bidder certifies that the bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the 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 the contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, the contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

#### § 2.1.9 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

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

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

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

#### § 2.1.10 IRAN DIVESTMENT ACT CERTIFICATION

§ 2.1.10.1 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. Currently, the list is available at the

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following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) 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.

§ 2.1.10.2 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.

§ 2.1.10.3 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.

#### § 2.1.11 OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, the 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]

### ARTICLE 3 BIDDING DOCUMENTS

#### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement in the number and for the deposit sum, if any, stated therein. If so provided in the Advertisement, the deposit will be refunded to all plan holders who return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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

§ 3.1.3 The Owner has made copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

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

#### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ten (10) days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. As provided in Regulation 19-445.2042(B), nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by written Addendum.

#### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the Bidding 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.

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

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Bids. Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

#### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than 120 hours prior to the time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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

§ 3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, the Owner 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.

§ 3.4.6 If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the SE-330 Bid Form included with the Bidding Documents.

§ 4.1.2 Any blanks on the bid form to be filled in by the Bidder shall be legibly executed in a non-erasable medium. Bids shall be signed in ink or other indelible media.

§ 4.1.3 Sums shall be expressed in figures.

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

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

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For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work shall be used for both Alternates and Base Bid Work if Alternates are accepted.

§ 4.1.6 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to identify only those 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 Section 7 may result in rejection of Bidder's bid as non-responsive.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 4.2 BID SECURITY

§ 4.2.1 If required by the Invitation for Bids, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check. 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. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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

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

§ 4.2.3 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 4.2.

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

#### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner's designated purchasing office as shown in the Invitation for Bids. The envelope shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail or special delivery service (UPS, Federal Express, etc.), the 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 Invitation for Bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner's procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

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§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

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

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be withdrawn in person or by written notice to the party receiving Bids at the place designated for receipt of Bids. Withdrawal by written notice shall be in writing over the signature of the Bidder.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 OPENING OF BIDS

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

§ 5.1.2 At bid opening, the Owner will announce the date and location of the posting of the Notice of Intended Award.

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

§ 5.1.4 If the Owner determines to award the Project, the Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.

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

#### § 5.2 REJECTION OF BIDS

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

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

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

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

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

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

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

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

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S RESPONSIBILITY**

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

### **§ 6.2 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 E (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].

### **§ 6.3 SUBMITTALS**

**§ 6.3.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

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

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

**§ 7.1.2** The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

### **§ 7.2 TIME OF DELIVERY CONTRACT, CERTIFICATES OF INSURANCE AND FORM OF BONDS**

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

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

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

## ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, SCOSE edition.

## ARTICLE 9 MISCELLANEOUS

### § 9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

§ 9.1.1 Withholding Requirements for Payments to Nonresidents: 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.

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

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

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

### § 9.2 CONTRACTOR LICENSING

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

### § 9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

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

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

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

§ 9.3.5 By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract

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(including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

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

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

#### **§ 9.4 POSTING OF INTENT TO AWARD**

The SE-370, Notice of Intent to Award, will be posted at the following location:

**Room or Area of Posting:**

**Building Where Posted:**

**Address of Building:**

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

**Posting date will be announced at bid opening.** In addition to posting the notice, the Owner will promptly send all responsive bidders a copy of the notice of intent to award and the final bid tabulation

#### **§ 9.5 PROTEST OF SOLICITATION OR AWARD**

**§ 9.5.1** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) 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.

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

- .1 by email to protest-ose@mmo.sc.gov,
- .2 by facsimile at 803-737-0639, or
- .3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

#### **§ 9.6 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.

#### **§ 9.7 BUILDER'S RISK INSURANCE**

Bidders are directed to Article 11.3 of the South Carolina Modified AIA Document A201, 2007 Edition, which, unless provided otherwise in the bid documents, requires the contractor to provide builder's risk insurance on the project.

#### **§ 9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS**

**§ 9.8.1** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The



taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

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

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

## **§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK**

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# SE-330 LUMP SUM BID FORM

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

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

**BID SUBMITTED TO:** University of South Carolina  
(Owner's Name)

**FOR: PROJECT NAME:** Replace Boiler at CASB  
**PROJECT NUMBER:** H34-9546

## **OFFER**

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the 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 SC Code § 11-35-3030(1), 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, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the 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 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Replace Boiler at USC  
Upstate College of Arts and Sciences

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

(Bidder to insert Base Bid Amount on line above)

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

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

**ALTERNATE # 1** (Brief Description): N/A

**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): N/A

**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): N/A

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

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

§ 6.3 **UNIT PRICES:**

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

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

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

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

*(See Instructions on the following page BF-2A)*

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

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

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

# SE-330 LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Owner-developed list of contractor/subcontractor specialties by contractor license classification or subclassification for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty.
  - a. **Columns A & B:** The Owner fills out these columns to identify the contractor/subcontractor specialty and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor specialty is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: <http://www.llr.state.sc.us/POL/Contractors/PDFFiles/CLBClassificationAbbreviations.pdf> . If the owner has not identified a specialty, the Bidder does not list a subcontractor.
  - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty and license listed by the Owner in columns A & B. 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 additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Owner in columns A & B. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed specialty 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 specialty.
5. **Use of Multiple Subcontractors:**
  - a. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word **"and"**. If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, Bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **"and"**. Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
  - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single specialty 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. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word **"or"**, a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in columns A & B will render the Bid non-responsive.

## SE-330 LUMP SUM BID FORM

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

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

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

#### a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 90 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.

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

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

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

**SE-330  
LUMP SUM BID FORM**

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

**SCOSE VERSION OF AIA Documents A 101**

**This AIA Document is included by reference only.**

**Originals are available at the following location should the Bidder wish to examine the contents of the Document.**

**The Form of the Contract shall be the SCOSE Version of the AIA Document A101-2007 Agreement Between Owner & Contractor Payment is Stipulated Sum, which is incorporated herein by reference. Samples of these documents may be viewed in Appendix J of of the OSE Manual at <http://procurement.sc.gov/manual>.**

**Engineer's Office:**

**Peritus Engineers & Associates, Inc.  
10 E. Dorchester Blvd.  
Greenville, SC**

**To View a Copy Call**

**(864) 277-8287**



**South Carolina Division of Procurement  
Services, Office of the State Engineer Version of  
 AIA<sup>®</sup> Document A201<sup>™</sup> – 2007**

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

This version of AIA Document A201<sup>™</sup>–2007 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2007 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2007 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201<sup>™</sup>–2007 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A201™ – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Replace Boiler at CASB Project # H34-9546

385 Hodge Drive, Spartanburg SC 29303

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina

1300 Pickens Street

Columbia, South Carolina 29201

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

### THE ARCHITECT:

*(Name, legal status and address)*

Peritus Engineers & Associates, Inc.

P O Box 16598

Greenville, South Carolina 29606

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

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean AIA Document A101™–2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™–2007 General Conditions of the Contract for Construction, SCOSE edition.

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 NOTICE TO PROCEED**

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

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**§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

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

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

**§ 1.3 CAPITALIZATION**

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

**§ 1.4 INTERPRETATION**

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

**§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

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

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

**§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

**ARTICLE 2 OWNER**

**§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization, except as provided in Section 7.1.2. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s Representative. [Reference § 8.3 of the Agreement.]

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended.

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## **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy (.pdf format) of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2.

**§ 2.2.6** The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.

**§ 2.2.7** The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.

## **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

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

## **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

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

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

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

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

### **§ 3.4 LABOR AND MATERIALS**

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

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

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or

negotiations concluded. Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in



writing stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

**§ 3.10.3** Additional requirements, if any, for the constructions schedule are as follows:  
(Check box if applicable to this Contract))

The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit "A." If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the approved construction schedule no longer reflects actual conditions and progress of the work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the accepted construction schedule to reflect such conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

**§ 3.10.4** The Owner's review and acceptance of the Contractor's schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner's approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner's approval of a schedule shall not change the Contract Time.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

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

**§ 3.12.5.1** The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval. The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record who, upon approving the sprinkler shop drawings will submit them to the State Fire Marshal for review and approval. A copy of the shop drawings will also be sent to OSE for information. The Architect's engineer of record will submit a copy of the State Fire Marshal's approval letter to the Contractor, Architect, and OSE. Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to the State Fire Marshal for approval.

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

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

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

**§ 3.13.2** Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

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

### **§ 3.14 CUTTING AND PATCHING**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

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

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

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Architect is that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor's Work, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or

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continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect's response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was

reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

**§ 5.2.5** A Subcontractor identified in the Contractor's Bid in response the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner's approval as set forth in Section 5.2.3.

**§ 5.2.6** 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. Currently, 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.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

**§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.3.2** Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

**§ 5.3.3** Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.6 and all of Article 15, except Section 15.1.6, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

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

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**§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

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

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

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

**§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

**§ 6.1.4** Reserved.

**§ 6.2 MUTUAL RESPONSIBILITY**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable



for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

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

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. If the amount of a Modification exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.7.2 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed, until approved in writing by the Office of State Engineer.

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

### **§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect (using Form SE-380 "Construction Change Order") and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

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

**§ 7.2.2** If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.

**§ 7.2.3** At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract sum shall be prepared in accordance with Section 7.2.2. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.

**§ 7.2.4** If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.3. If the Contractor requests a change to the Work that involves a revision to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by

execution of a Change Order.

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

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

### **§ 7.3.3 PRICE ADJUSTMENTS**

**§ 7.3.3.1** If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:

- .1 Mutual acceptance of a lump sum;
- .2 Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
- .3 Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
- .4 As provided in Section 7.3.7.

**§ 7.3.3.2** Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.1.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 7.3.8 Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

#### § 7.5 AGREED OVERHEAD AND PROFIT RATES

§ 7.5.1 For any adjustment to the Contract Sum 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).

#### § 7.6 PRICING DATA AND AUDIT

##### § 7.6.1 Cost or Pricing Data

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

§ 7.6.2 Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are

more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

### § 7.6.3 Records Retention

As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of surety bonds and insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such surety bonds or insurance.

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and provided the delay (1) is not caused by the fault or negligence of the Contractor or a subcontractor at any tier and (2) is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.

## § 9.2 SCHEDULE OF VALUES

§ 9.2.1 The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

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

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

## § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

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

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

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

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

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## § 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated in both the Application for Payment and, if required to be submitted by the Contractor, the accompanying current construction schedule and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, the Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment to the Owner, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the time established in the Contract Documents the amount certified by the Architect or awarded by final dispute resolution order, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased, in accordance with the provisions of Section 7.3.3, 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.

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits, if any, have been issued and copies have been delivered to the Owner.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. If the Architect's inspection discloses any item, whether

or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

**§ 9.8.3.1** If the Architect and Owner concur in the Contractor's assessment that the Work or a portion of the Work is safe to occupy, the Owner and Contractor may arrange for a Certificate of Occupancy Inspection by OSE. The Owner, Architect, and Contractor shall be present at OSE's inspection. Upon verifying that the Work or a portion of the Work is substantially complete and safe to occupy, OSE will issue, as appropriate, a Full or Partial Certificate of Occupancy.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion no later than thirty days after Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will



constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor. If the Contractor does not achieve final completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, and (10) one copy of the Documents required by Section 3.11.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those specific claims in stated amounts that have been previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**§ 9.10.6** If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion Inspection. Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Final Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not required by the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or

who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

**§ 10.3.3** The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (a) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** In addition to its obligations under Section 3.18, the Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** Reserved.

#### **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall immediately give the Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 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;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the 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 or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- 1 COMMERCIAL GENERAL LIABILITY:
  - (a) General Aggregate (per project) ..... \$1,000,000
  - (b) Products/Completed Operations ..... \$1,000,000
  - (c) Personal and Advertising Injury ..... \$1,000,000
  - (d) Each Occurrence ..... \$1,000,000
  - (e) Damage to Rented Premises (ea occurrence) ..... \$50,000
  - (f) Medical Expense (Any one person) ..... \$5,000
- 2 BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
  - (a) Combined Single Limit ..... \$1,000,000
- 3 WORKER'S COMPENSATION:
  - (a) State Statutory
  - (b) Employers Liability ..... \$100,000 per Acc.  
 ..... \$500,000 Disease, Policy Limit  
 ..... \$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 11.1.2. The umbrella policy limits shall not be less than \$3,000,000.

§ 11.1.3 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, the Contractor shall provide to the Owner a written endorsement to the Contractor's general liability insurance policy that:

- .1 names the Owner as an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
- .2 provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insureds 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
- .3 provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Owner as secondary and noncontributory.

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, the Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner a Consultants 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 Owner as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required

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by Section 11.1.2. 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.

§ 11.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section 11.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

#### § 11.2 OWNER'S LIABILITY INSURANCE

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

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and 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, falsework, 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.

§ 11.3.1.2 Reserved.

§ 11.3.1.3 Reserved.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. To the extent any losses are covered and paid for by such insurance, the Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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

**§ 11.3.5 Reserved.**

**§ 11.3.6** Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

**§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, 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.

**§ 11.3.8** A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor.

**§ 11.3.10** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner provided in the contract between the parties in dispute as the method of binding dispute resolution. The Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with a final order or determination issued by the appropriate authority having jurisdiction over the dispute.

**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

**§ 11.4.2** The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and

- .3 remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

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

§ 11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. If, prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **§ 13.3 WRITTEN NOTICE**

Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed given:

- .1 upon actual delivery, if delivery is by hand;
- .2 upon receipt by the transmitting party of confirmation or reply, if delivery is by electronic mail, facsimile, telex or telegram;
- .3 upon receipt, if delivery is by the United States mail.

Notice to Contractor shall be to the address provided in Section 8.4.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.3.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Unless expressly provided otherwise, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.



§ 13.4.3 Notwithstanding Section 9.10.4, the rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses:

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5 Warranty
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification
- 7.6 Cost or Pricing Data
- 11.1 Contractor's Liability Insurance
- 11.4 Performance and Payment Bond
- 15.1.6 Claims for Listed Damages
- 15.1.7 Waiver of Claims Against the Architect
- 15.6 Dispute Resolution
- 15.6.5 Service of Process

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 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 Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

### § 13.7 Reserved

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### **§ 13.8 PROCUREMENT OF MATERIALS BY OWNER**

The Contractor accepts assignment of all purchase orders and other agreements for procurement of materials and equipment by the Owner that are identified as part of the Contract Documents. The Contractor shall, upon delivery, be responsible for the storage, protection, proper installation, and preservation of such Owner purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. Unless the Contract Documents specifically provide otherwise, all Contractor warranty of workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items,.

### **§ 13.9 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 Owner and OSE for resolution.

### **§ 13.10 MINORITY BUSINESS ENTERPRISES**

Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE's name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

### **§ 13.11 SEVERABILITY**

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

### **§ 13.12 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))

### **§ 13.13 SETOFF**

The Owner shall have all of its common law, equitable, and statutory rights of set-off.

### **§ 13.14 DRUG-FREE WORKPLACE**

The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

### **§ 13.15 FALSE CLAIMS**

According to the S.C. Code of Laws § 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.

### § 13.16 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)

### § 13.17 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]

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency that requires substantially all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and the Contractor has stopped work in accordance with Section 9.7

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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**§ 14.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.2.5** If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under Section 14.4.

#### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Any adjustment to the Contract Sum made pursuant to this section shall be made in accordance with the requirements of Article 7.3.3. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. The Owner shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in accordance with the requirements of Article 7.3.3.

§ 14.4.4 Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.

§ 14.4.5 Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;
- .2 funding for the reinstated portion of the work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

#### § 14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

Pursuant to Title 11, Chapter 35 and Regulation 19-445.2085 of the South Carolina Code of Laws and Regulations, as amended, this contract may be canceled after award but prior to performance.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party arising prior to the date final payment is due must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.5.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its claim.

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

Init.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

- .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.
- .2 For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule and days the contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
- .3 The Contractor shall submit monthly with their pay application all claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

#### **§ 15.1.6 CLAIMS FOR LISTED DAMAGES**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out of or relating to this Contract.

**§ 15.1.6.1** For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

**§ 15.1.6.2** For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

**§ 15.1.6.3** Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

#### **§ 15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

**§ 15.2 Reserved.**

**§ 15.3 Reserved.**

**§ 15.4 Reserved.**

**§ 15.5 CLAIM AND DISPUTES - DUTY OF COOPERATION, NOTICE, AND ARCHITECTS INITIAL DECISION**

**§ 15.5.1** Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

**§ 15.5.2** Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address claims between the Contractor and persons or entities other than the Owner.

**§ 15.5.3** The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

**§ 15.5.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.

**§ 15.5.5** The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.

**§ 15.5.6** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.6 DISPUTE RESOLUTION**

**§ 15.6.1** If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

**§ 15.6.2** If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees

that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United State's Constitution.

§ 15.6.3 If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the claim. If the claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

§ 15.6.4 Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

#### § 15.6.5 SERVICE OF PROCESS

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

### ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

#### § 16.1 INSPECTION REQUIREMENTS *(Indicate the inspection services required by the Contract)*

- Special Inspections are required and are not part of the Contract Sum. *(see section 01400)*
- Building Inspections are required and are not part of the Contract Sum. *(see section 01400)*

The inspections required for this Work are:

*(Indicate which services are required and the provider)*

- Civil:
- Structural:
- Mechanical:
- Plumbing:
- Electrical:
- Gas:
- Other *(list)*:

Remarks: Third party inspections shall be contracted separately by the agency

§ 16.1.1 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

§ 16.2 List Cash Allowances, if any. *(Refer to attachments as needed, or enter NONE)*



§ 16.3 Requirements for Record Drawings, if any. *(Refer to attachments as needed, or enter NONE)*

§ 16.4 Requirements for Shop Drawings and other submittals, if any, including number, procedure for submission, list of materials to be submitted, etc. *(Refer to attachments as needed, or enter NONE)*

§ 16.5 Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. *(Refer to attachments as needed, or enter NONE)*

§ 16.6 Requirements for Project Cleanup in addition to the Contract, if any. *(Refer to attachments as needed, or enter NONE)*

§ 16.7 List all attachments that modify these General Conditions. *(If none, enter NONE)*

Contractor's One Year Guarantee

Init.

Project Name: Replace Boiler at CASB

Project Number: H34-9546

**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: 1300 Pickens Street  
Columbia, SC 29201

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: Replace Boiler at CASB  
State Project Number: H34-9546  
Brief Description of Awarded Work: Replace Boiler at USC Upstate College of Arts and Sciences

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

Name: Peritus Engineers & Associates, Inc.  
Address: P O Box 16598  
Greenville, SC 29606

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** \_\_\_\_\_

**CONTRACTOR**

**SURETY**

**By:** \_\_\_\_\_  
(Seal)

**By:** \_\_\_\_\_  
(Seal)

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)*

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

*(Additional Signatures, if any, appear on attached page)*

**SE-355****PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
  - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
  - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
  - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
  - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
  - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

# SE-357 LABOR & MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: University of South Carolina  
Address: 1300 Pickens Street  
Columbia, SC 29201

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: Replace Boiler at CASB  
State Project Number: H34-9546  
Brief Description of Awarded Work: Replace Boiler at USC Upstate College of Arts and Sciences

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

Name: Peritus Engineers & Associates, Inc.  
Address: P O Box 16598  
Greenville, SC 29606

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_ **BOND NUMBER** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)*

**CONTRACTOR**

By: \_\_\_\_\_  
(Seal)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_  
(Seal)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_  
*(Attach Power of Attorney)*

Witness: \_\_\_\_\_

*(Additional Signatures, if any, appear on attached page)*

**SE-357****LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
  2. With respect to the Agency, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
    - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
    - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
    - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
    - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
  5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 5.2 Pay or arrange for payment of any undisputed amounts.
    - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
  6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
  7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
  9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
  11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
  - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
  - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**SE-380**

CHANGE ORDER NO.: \_\_\_\_\_

**CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT**

**AGENCY:** University of South Carolina

**PROJECT NAME:** Replace Boiler at CASB

**PROJECT NUMBER:** H34-9546

**CONTRACTOR:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

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

**ADJUSTMENTS IN THE CONTRACT SUM:**

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

1. Original Substantial Completion Date:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. New Substantial Completion Date:		

**CONTRACTOR ACCEPTANCE:**

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

**Print Name of Representative:** \_\_\_\_\_

**A/E RECOMMENDATION FOR ACCEPTANCE:**

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

**Print Name or Representative:** \_\_\_\_\_

**AGENCY ACCEPTANCE AND CERTIFICATION:**

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

**Print Name of Representative:** \_\_\_\_\_

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

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
*(OSE Project Manager)*

**SUBMIT THE FOLLOWING TO OSE**

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will authorize the SE-380 and return to Agency.

## SECTION 01300 – ADMINISTRATIVE REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Preconstruction conference.
- B. Progress meetings.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a meeting after Notice of Award.
- B. Meeting to take place no later than 15 days following the execution of the Agreement.
- C. Attendance Required:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor.
- D. Agenda: Agenda to be prepared by Contractor and distributed to all invited attendees, to include:
  - 1. Project organizational structure and chain of command.
  - 2. Duties and expectations of the Owner, Engineer, and Contractor.
  - 3. Submission of executed bonds and insurance certificates.
  - 4. Project scope of work.
  - 5. Construction schedule.
  - 6. Distribution of Contract Documents.
  - 7. Contract disputes, mediation, partnering, and resolution.
  - 8. Submission of list of Subcontractors, list of Projects, schedule of values, and progress schedule.
  - 9. Designation of personnel representing the parties, including Owner, Contractor



and Engineer.

10. Work schedule, normal working hours, and normal work week. Also, to include required notice for scheduling overtime, outages, and interruptions.
  11. Safety procedures.
  12. Temporary and permanent utilities.
  13. Security, keys, fencing, site access, and limited access to certain areas.
  14. Designated parking and delivery areas.
  15. Designated storage areas, bonded storage, and security.
  16. Designated toilets, break areas, vending areas, and smoking areas.
  17. Daily cleanup, trash removal, dumpsters, and trash areas.
  18. Procedures and processing of field decisions, submittals, RFIs, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
  19. Procedures and responsibilities for testing and inspecting, required permits, and licenses.
  20. Demolition items to be salvaged for Owner, notification, and storage area.
  21. Scheduling.
  22. Preparation of Record Documents and Operating and Maintenance Manuals.
  23. Instruction and training of Owner's maintenance personnel.
  24. Warranties, manufacturer startup, prior to substantial completion.
  25. Final completion inspection and punch list.
  26. One-year warranty inspection (Engineer to inspect 10 months after substantial completion).
  27. Contractor corrections for items found during the warranty inspection.
- E. Contractor shall record minutes and distribute copies within three days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

### 3.2 PROGRESS MEETINGS

- A. Contractor shall schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Contractor's project manager, job superintendent, major Subcontractors and suppliers, Owner, Engineer as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review of Work progress.
  - 2. Field observations, problems, and decisions.
  - 3. Identification of problems that impede, or will impede, planned progress.
  - 4. Review of submittals schedule and status of submittals.
  - 5. Maintenance of progress schedule.
  - 6. Corrective measures to regain projected schedule.
  - 7. Planned progress during succeeding work period.
  - 8. Maintenance of quality and work standards.
  - 9. Effect of proposed changes on progress schedule and coordination.
  - 10. Other business relating to Work.
- F. Contractor shall record minutes and distribute copies within three days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made. Engineer shall review a draft copy of the minutes prior to distribution.

### 3.3 PROJECT RECORD DOCUMENTS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings. Mark prints to show actual installation where installation varies from that shown originally.
  - 1. Cross reference changes on Contract Drawings and Shop Drawings, noting construction change directive numbers, change order numbers and similar identification where applicable.
  - 2. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 3. Organize into unbound sets. Place record prints in durable tube-type drawing

containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.

- B. Record Specifications: Mark Specifications to indicate actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- C. Record Product Data: Mark Product Data to indicate the actual project installation where installation varies substantially from that indicated in Product Data submittal. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

END OF SECTION 01300

## SECTION 01320 – CONSTRUCTION PROGRESS SCHEDULE

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

#### 1.2 SUBMITTALS

- A. Within 10 days after date of Agreement, submit four copies of preliminary schedule.
- B. If preliminary schedule required revision after review, submit four copies of revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit four (4) copies of draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit four copies of complete schedule. Submittal and approval of project Schedule is a condition precedent to the Payment of progress payments. Therefore, no construction work will be permitted, and no progress payments will be made until project schedule has been approved by the Owner's Representative.
- E. Submit updated schedule with each Application for Payment.
- F. Daily Construction Report: Submit one (1) bound copy with project record documents at end of construction.
- G. Field Condition Reports: Submit four (4) copies at time of discovery of differing conditions.

#### 1.3 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### 1.4 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches.

### PART 2 - PRODUCTS

#### 2.1 PRELIMINARY SCHEDULE

- A. Define planned operations for the first 60 days of Work with a general outline for remainder of Work.
- B. Prepare in the form of a horizontal bar chart.

#### 2.2 SUBMITTALS SCHEDULE

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmitted, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontractors, the Schedule of Values, and Contractor's Construction Schedule.
- B. Submit 4 copies of schedule. Arrange the following information in a tabular format.
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational.)
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Engineer's final release or approval.

#### 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction, in the form of a horizontal bar chart.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

- E. Coordinate content with Schedule of Values.
- F. Provide legend for symbols and abbreviations used.
- G. Include a separate bar for each major portion of Work or operation.
- H. Identify the first work day of each week.

## 2.4 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the project site:
  - 1. List of subcontractors at Project site.
  - 2. Equipment at Project site.
  - 3. Material deliveries.
  - 4. High and low temperatures and weather conditions.
  - 5. Accidents.
  - 6. Stoppages, delays, shortages, and losses.
  - 7. Meter readings and similar recordings.
  - 8. Orders and requests of authorities having jurisdiction.
  - 9. Services connected and disconnected.
  - 10. Equipment or system tests or startups.

## 2.5 FIELD CONDITION REPORTS

- A. Immediately upon the discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and of schedule with Engineer at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### 3.2 UPDATING SCHEDULE

- A. Main schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Submit reports required to support recommended changes.
- F. Update schedule monthly and submit with each Application for Payment.

### 3.3 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties with a need-to-know scheduling responsibility.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.
- C. Post copies in Project meeting rooms and in temporary field offices.
- D. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION 01320

## SECTION 01330 – SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUBMITTAL SCHEDULE

- A. Include a submittal register listing all anticipated submittals, shop drawings, product data, and samples as defined in the Contract Documents and also include certificates, test data, schedules, and other submitted data required to demonstrate compliance with the Contract Documents.

#### 1.2 SUBMITTAL DESCRIPTIONS

- A. Submit four copies of each of the following unless otherwise specified.
  - 1. SD-01 Manufacturer's Catalog Data
    - a. Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient details and scope to verify compliance with requirements of the Contract Documents. Reviews and submittals shall be as specified for shop drawings. Clearly mark product data to identify the applicable products or models proposed for use. Clearly identify items where options or modifications are required by the Contract Documents.
  - 2. SD-02 Drawings/Procedures/Schedules
    - a. Shop Drawings: Submit shop drawings in the form of one reproducible print and three blue line or black line prints. Drawings size shall not exceed 24 inches by 30 inches. After review, the Engineer will return the reproducible print with any applicable notations and an appropriate stamp. If corrections are to be made, the original drawings shall be revised and a new reproducible and three prints submitted, and repeated until so approved. Upon approval, a reproducible marked as such will be returned to the Contractor. A minimum clear space, 4 inches high x 6 inches long, shall be left on the reproducible print above or to the left of the title block or application of the approval stamp. The contractor shall be responsible for the prints required for the work, and these prints shall be from the final reproducible bearing the final stamp of the Engineer.
  - 3. SD-03 Certificates
    - a. Certificates signed by responsible officials of a manufacturer of a project, system, or material attesting that the product, system, or material meet specified requirements. Submit certificates certifying the method of installation or quality of installation at the completion of the work. The submittal must be dated after the award of this contract, name the project and list the specific requirements, which it is intended to address.



4. SD-04 Samples

- a. Samples, including both fabricated and un-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
- b. Submit samples of sufficient size and quantity to illustrate clearly the functional characteristics of the product with integrally related parts and attachment devices. Approved samples are the standard by which the finished work will be evaluated. Furnish one sample for each required submittal unless otherwise specified in the technical specifications. In general, deliver samples to the office of the Engineer unless the Engineer requests delivery to the Owner or the building site. Full-size usable samples will be returned to the Contractor and approved samples may be used as part of the work unless they are specified otherwise in the technical specifications.

5. SD-05 Warranty Forms

- a. Prior to installation, submit warranty forms complete in every respect, except for authorized signature(s) and date of commencement.

1.3 CONTRACTOR PREPARATION

A. Certification:

1. Contractor submittals shall be reviewed by the Contractor prior to submittal to the Engineer and shall include the following certification:
  - a. "I hereby certify that the material(s), equipment, and/or article(s) shown and marked in this submittal and proposed to be incorporated into the Work is (are) in strict conformance with the Contract Documents, can be installed in the allocated spaces, and comprises(s) no variation thereto, unless specifically noted otherwise."
2. Contractor Review and Coordination: Before submitting a show drawing or related material to the Engineer, the Contractor shall:
  - a. Review each such submission for conformance with the Contractor's means, method techniques, sequences and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of the Contractor.
  - b. Review and coordinate each such submission with other related or affected work.
  - c. Approve each such submission before submitting same; and
  - d. Provide the required Contractor's certification as specified in

Paragraph A1a Certification, above.

3. By approving a submittal, the Contractor thereby warrants and represents that he has determined and verified applicable field measurements, field construction criteria, materials, catalog numbers and similar data, and has checked and coordinated the submittal with the requirements of the Work and for conformance with the Contract Documents. Submittals submitted without the required certification and coordination will be returned to the Contractor without review. Delays in construction because of late submission or re-submission of required submittals shall be the sole responsibility of the Contractor.
4. Deviations: If a submittal deviates from the drawings and project manual because of standard shop practice, substitutions (approved in accordance with the General Conditions as amended), or any other reason advise Engineer via a separate written instrument. Otherwise, the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such submittals may have been approved.
5. Extent of Submittals: Submit only submittals required by the Contract Documents. The Engineer reserves the right to refrain from reviewing other submittals.
  - a. Do not include items from more than one specification section per submittal.
  - b. Contractor may require additional documentation from subcontractors or suppliers for his own use at no additional cost to the Owner. Such documentation shall not be submitted for review without prior written consent from the Engineer.
  - c. Submit only complete specifications sections for review; no partial submittals will be accepted. Incomplete specifications sections will be returned without review by the Engineer.

#### 1.4 FORM OF SUBMITTAL

- A. Submit letter of transmittal in duplicate with each submission listing the contents of the submission and identifying each item by reference to specifications section or drawing. Clearly label shop drawings with the name of the project and other necessary information. Bound product data and other similar material that cannot be so labeled conveniently in suitable covers bearing the identifying data. Distribution of submittals by Engineer will be as specified in Paragraph "Owner's Representative Procedures." Additional copies, as required, shall be marked by the Contractor for his use after submittals have been approved.

#### 1.5 TIME FOR REVIEW

- A. The Contractor shall allow a minimum of ten (10) consecutive working days (i.e.

Monday through Friday, excluding holidays, and measured from the date of receipt of the Contractor's submittal) for the Engineer's review of each submittal. The same minimum timeframe shall be allowed for at least one (1) re-submittal of each such submittal.

#### 1.6 RESUBMISSION

- A. Change or correct submittals as required by the Engineer and resubmit until approved. Indicate any changes which have been made other than those requested by the Engineer.
- B. Use the same transmittal procedure as outlined above.

#### 1.7 OWNER'S REPRESENTATIVE'S PROCEDURES

- A. Owner's Representative's Review: Submittals will be reviewed with reasonable promptness.
- B. Submittals shall be returned with the Engineer's submittal stamp with designations for approval, rejection, correction, or resubmittal.

#### 1.8 DISTRIBUTION OF SUBMITTALS

- A. Approved Shop Drawings, product data, manufacturer's literature, and certificates, will be distributed by the Engineer as follows:
  - 1. Reproducible shop drawing and one copy of product data and manufacturer's literature to the Contractor.
  - 2. One copy of all submittals to the Owner's Representative.
- B. Changes After Approval
  - 1. Make no change in a submittal marked "Reviewed" or "Furnish as Corrected" without obtaining the prior written consent of the Engineer. If such written consent is obtained, revise the submittal to show fully the altered parts of the work and resubmit according to the procedures specified herein. State on resubmittal that the work shown supersedes and voids identified parts of the same work previously shown. Give full identification on the drawings previously approved by the Engineer and the date of such action.

#### 1.9 PROCEEDING WITHOUT APPROVAL

- A. No submittal may be used in the shop or on the work, except in accordance with the foregoing paragraphs. Proceeding with any construction and ordering or fabricating materials before all relevant drawings have been "Reviewed" or marked "Furnish as Corrected" shall be done at the Contractor's sole risk.

Replace Boiler at CASB  
Project No. H34-9546  
Spartanburg, South Carolina

Division 01

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01330

## SECTION 01355 – SECURITY PROCEDURES

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

#### 1.2 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism and unauthorized entry.
- B. Initiate program in coordination with Owner's existing security system at project mobilization.
- C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

#### 1.3 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to Owner on request.
- D. Owner will control entrance of persons and vehicles related to Owner's operations.
- E. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.
- F. Secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible to insure that no construction materials, tools, equipment, machinery, or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of construction site.

#### 1.4 PERSONNEL IDENTIFICATION

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge to include: Personal photograph, name assigned number, expiration date and employer.
- C. Maintain a list of accredited persons; submit copy to Owner on request.
- D. Require return of badges at expiration of their employment on the work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01355

## SECTION 01400 – QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Qualifications.
- B. Control of Installation.
- C. Mock-ups.
- D. Tolerances.
- E. Manufacturer's field services.
- F. Defect Assessment.

#### 1.2 QUALITY ASSURANCE

- A. Installation of new boiler shall be carefully scheduled with owner to minimize impacts to normal building operations that are conditioned from this system. Shutdown and demolition of existing boiler shall be coordinated and scheduled with owner so that shutdown duration may be minimized.

#### 1.3 QUALIFICATIONS

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in manufacturing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to product required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this project in material, design, and extent.

- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements for specialists shall not supersede building codes and regulations governing the Work.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding?
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.2 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### 3.3 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION 01400



## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Equipment.
- B. Temporary sanitary facilities.
- C. Temporary Controls. Barriers, enclosures, and fencing.
- D. Environmental Procedures and Controls.
- E. Temporary facilities installation, operation, and maintenance.

#### 1.2 QUALITY ASSURANCE

- A. Installation of new boiler shall be carefully scheduled with owner to minimize impacts to normal building operations that are coordinated from this system. Shutdown and demolition of existing boiler shall be coordinated and scheduled with owner so that shutdown duration may be minimized.

#### 1.3 SUBMITTALS

- A. See Section 01330 for submittal procedures.
- B. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

#### 1.4 EQUIPMENT

- A. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation or combustion type; vented; fully enclosed with glass-fiber-reinforced polyester shell or similar non-absorbent material.
- B. Drinking-Water Fixtures: Drinking-water fountains, containerized, tap-dispensed, bottled-water drinking-water units, including paper cup supply.

#### 1.5 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary toilets, wash facilities, and drinking water for construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- B. Maintain daily in clean and sanitary condition.

## 1.6 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- C. Provide fencing/barriers around work area to ensure the safety of workers on the project. Areas of construction must be properly enclosed and secured at all times.

## 1.7 EXTERIOR ENCLOSURES

- A. Before construction operations begin, Contractor will install chain-link enclosure fence with lockable entrance gates at staging and storage areas. Contractor to provide padlocks.
  - 1. Maintain security by limiting the number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
  - 2. Contractor will remove enclosure fence at end of construction.
  - 3. Contractor is responsible for filling in post holes and reseeding grassed areas as required.
- B. Refer to construction drawings for designated location for required exterior enclosure area.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 ENVIRONMENTAL PROCEDURES AND CONTROLS

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Pollution Controls.
  - 1. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dirt and dust generated by construction operations. Comply with governing environmental protection regulations.
    - a. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution when using water.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent

surfaces and areas.

3. Clean adjacent buildings and improvements of dust, dirt and debris caused by Construction operations. Return adjacent areas to condition existing before start of demolition.

### 3.2 TEMPORARY FACILITIES INSTALLATION, OPERATION AND MAINTENANCE, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Installation: Install temporary sanitary facilities, barriers, and exterior enclosures at time of Project mobilization.
- C. Maintenance and Operation:
  1. Clean site daily.
  2. Temporary sanitary facilities to be cleaned daily.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, or not later than Substantial Completion.

END OF SECTION 01500

## SECTION 01550 – VEHICULAR ACCESS AND PARKING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Access roads.
- B. Parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking facilities.
- E. Construction parking controls.
- F. Traffic signs and signals.
- G. Maintenance.
- H. Removal, repair.
- I. Mud from site vehicles.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 ACCESS ROADS

- A. Use of designated existing on-site streets and driveways for construction traffic is permitted.
- B. Tracked vehicles not allowed on paved areas.
- C. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.
- D. Provide and maintain access to fire hydrants free of obstructions.

#### 3.2 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted.
- B. Do not allow heavy vehicles or construction equipment in parking areas.
- C. Arrange with Owner for temporary parking areas to accommodate use of construction personnel.
- D. When site space is not adequate, provide additional off-site parking.
- E. Locate as approved by Owner.

### 3.3 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

### 3.4 HAUL ROUTES

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

### 3.5 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

### 3.6 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

### 3.7 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

### 3.8 MUD FROM SITE VEHICLES

- A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION 01550

## SECTION 01741 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Waste management requirements and implementation.

#### 1.2 WASTE MANAGEMENT REQUIREMENTS

- A. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- B. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- C. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 WASTE MANAGEMENT IMPLEMENTATION

- A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- B. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
- C. Facilities: provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all constructors and

installers.

1. As a minimum, provide:
    - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
    - b. Separate dumpsters for each category of recyclable.
    - c. Recycling bins at worker lunch area.
  2. Provide containers as required.
  3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- D. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- E. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- F. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.
- H. Clean site daily to remove trash and debris.

END OF SECTION 01741

## SECTION 230000- MECHANICAL GENERAL PROVISIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. This section is a Division-23 Basic Materials and Methods Section, and a part of each Division-23 section making reference to mechanical related work specified herein.

#### 1.2 SUMMARY OF MECHANICAL WORK

- A. Drawings: Refer to the HVAC-Series drawings for graphic representations, schedules and notations showing mechanical work.
- B. Specifications: Refer to Division-23 sections for the primary technical specifications of mechanical work.
- C. General Outline: The facilities and systems of the mechanical work can be described (but not by way of limitation) as follows: Replacement of existing cast iron sectional heating hot water boiler.

#### 1.3 COORDINATION OF MECHANICAL WORK

- A. General: Refer to the Division 1 sections for general coordination requirements applicable to the entire work. It is recognized that the contract documents are diagrammatic in showing certain physical relationships which must be established within the mechanical work, and in its interface with other work including utilities and electrical work, and that such establishment is the exclusive responsibility of the Contractor.
- B. Coordination Drawings: For locations where several elements of mechanical (or combined mechanical and electrical) work must be sequenced and positioned with precision in order to fit into the available space, prepare coordination drawings (shop drawings) showing the actual physical dimensions (at accurate scale) required for the installation. Prepare and submit coordination drawings prior to purchase – fabrication - installation of any of the elements involved in the coordination.
- C. **The Contractor shall be responsible for coordinating with all other divisions and if any item called for in another division requires work by the Contractor in this division he shall be required to furnish it at his cost whether it was specifically called for in this division or not.**

#### 1.4 QUALITY ASSURANCE, STANDARDS AND SYMBOLS

- A. General: Refer to Division 1 sections for general administrative/procedural requirements related to compliance with codes and standards. Specifically, for the mechanical work (in addition to standards specified in individual work sections), the



following standards are imposed, as applicable to the work in each instance:

1. International Building Code (IBC, 2015 Edition)
  2. International Energy Conservation Code (IECC), 2009 Edition
  3. International Mechanical Code (IMC), 2015 Edition
  4. South Carolina Department of Health & Environmental Control
  5. National Electrical Code, NFPA 70
- B. Secure and pay for all costs related to permits, governmental fees, license, cost necessary for the proper execution and completion of the work, which are applicable at the time the bids are received.

#### 1.5 ELECTRICAL CODE LABELING REQUIREMENTS

- A. All electrically powered equipment to be UL labeled or labeled by similar testing agency or shall meet International Building Code for Alternate Material and Methods in lieu of labels.

#### 1.6 SUBMITTALS

- A. General: Refer to Division 1 sections for general requirements concerning work-related submittals (refer to other Division 1 sections for administrative submittals). For mechanical work, the following quantities are required for each category of submittal (in addition to the quantities specified in Division 1), unless otherwise indicated in individual work sections (quantity does not include copies required by governing authorities, or by Contractor for its own purposes):

6 sets, including 3 for maintenance manuals.

- B. Engineer will review Contractor's shop drawings and related submittals with respect to the ability of the detailed work, when complete, to be a properly functioning integral element of the overall system designed by the Engineer.
- C. Before submitting a shop drawing or any related material to the Engineer, the Contractor, and his Subcontractor (if any) shall: review each such submission for conformance with the means, methods, dimensional space limitations, techniques, sequences, operations of construction, safety precautions, and programs incidental thereto, all of which are the sole responsibility of the Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it. The Engineer shall assume that no shop drawing or related submittal comprises a variation unless the Contractor and his Subcontractor (if any) advises the Engineer otherwise via a written instrument which is acknowledged by the Engineer in writing. The shop drawings and related material (if any) called for are indicated below. In the event that the Engineer will require more than ten (10) working days to perform review, the Engineer shall so notify the Contractor.
- D. The Engineer shall return shop drawings and related materials with comments provided that each submission has been called for and is stamped by the Contractor and his Subcontractor (if any) as indicated above. The Engineer shall return without comment material not called for or which has not been approved by the Contractor and his Subcontractor (if any).

- E. Product Data Required: (if not owner furnished)
  - 1. Cast Iron Boiler
  - 2. Mechanical Insulation (Piping and Duct Insulation)
  - 3. Piping and Piping Accessories
- F. Certifications: 3 copies.
- G. Test Reports: 3 copies.
- H. Warranties (Guarantees): 6 copies, including 3 for maintenance manuals.
- I. Maintenance Manuals: 3 complete sets with individual sets of this data bound in 10-1/2 x 11-1/2 loose-leaf 3-ring binders, 1-1/2", 2", or 3" ring size, with rigid permanent vinyl covered back and front. Separators with index tabs and loose-leaf sheet protectors shall be provided. One set shall have all sheets individually encased in clear plastic document protectors.

Each set shall include the following data:

- 1. Valve Directory indicating valve number, size, manufacturer, location, function, and normal position. Valve tag numbers shall be as specified.
- 2. Mechanical Equipment: Show the following information for all mechanical equipment:
  - a. Nameplate designation.
  - b. Manufacturer's nameplate data.
  - c. Location of equipment.
  - d. Area served.
  - e. Complete parts drawing and list.
  - f. Manufacturer's operating instructions.
  - g. Manufacturer's maintenance instructions.
  - h. Manufacturer's installation instructions.
  - i. Nearest supplier for parts and replacements with telephone number.
  - j. Nearest service organization for equipment with telephone number.
- 3. Control Data:
  - a. Control diagrams and wiring diagrams where applicable.
  - b. Description of control system.
  - c. Catalog data, maintenance, and calibration instruction for all components.
  - d. Control supplier and address.
  - e. Control installer and address.
- 4. Maintenance Instruction: A typewritten form of instructions for maintenance of the systems, in itemized form and with time schedule for maintenance work, shall be furnished. The instructions shall list each item of mechanical equipment requiring inspection, lubrication or service, and describe the performance of such maintenance. The list shall include the type of bearings for each piece of equipment, the type of frequency of lubrication required. The

operating personnel shall be instructed in the care of the system in accordance with the typewritten instructions.

## 1.7 PRODUCTS, MECHANICAL WORK

- A. GENERAL: Refer to Division 1 sections for general requirements on products, materials, and equipment.

## PARTS 2 AND 3 - PRODUCTS AND EXECUTION

### 2.1 ELECTRICAL PROVISIONS OF MECHANICAL WORK

A. WIRING:

1. All control wiring (120V and less) to be complete to all motorized equipment and control devices listed in this specification and shown on the mechanical drawings shall be done under Division 15. The Contractor shall refer to Electrical plans and specifications to determine the source of electrical energy for the various control circuits. All wiring shall be in conduit, shall conform with Division 16 of these specification, all local codes, the National Electrical Code, and shall be installed by an approved licensed Electrical Contractor. Wiring diagrams indicating wire sizes and conduit runs for all electrical work that is required to be installed under this contract shall be submitted to the Engineer for prior approval before work is begun. Upon completion of the work, the wiring diagrams shall be revised to incorporate any additions or corrections and two copies of the "as installed" diagrams shall be furnished to the owner and one to the Engineer on reproducible paper or electronic media.

B. MOTORS:

1. Motors for equipment shall be of approved manufacture and of electrical, speed, and torque characteristics shown on the drawings. Motors 3/4 h.p. and above shall be wound for 3 phases, 60 cycle current; and 1/2 h.p. and under, 1 phase, 60 cycle current. Single phase motors shall be furnished with built-in overload and under-voltage protection. Nameplates for all motors shall be stamped for the current characteristics indicated on the drawings.
2. The use of shaded pole motors above 1/20 h.p. is prohibited.
3. Motors shall be premium high efficiency type (90% plus) and shall have capacity of not less than the horsepower noted on the drawings and shall not exceed their full rated load when the driven equipment is operating at specified capacity under the most severe conditions likely to be encountered.
4. Motors shall have continuous-duty classification based on 40 deg. C. ambient temperature of reference.
5. All motors 1/2 h.p. and larger shall have grease lubricated ball bearings.
6. All motors, regardless of horsepower, shall have over-current protection installed either as an integral part of the motor, or within the motor controlling

device in accordance with the National Electrical Code.

C. MOTOR STARTERS:

1. Motor starters not integral to supplied equipment shall be furnished and installed by the Electrical Contractor.

2.2 FOUNDATIONS AND MISCELLANEOUS STEEL SUPPORTS

- A. Foundations: All concrete foundations anchor forms, or pads that may be necessary and required for the installation of equipment specified under this contract, shall be furnished and installed. This contractor to provide anchor bolts for the equipment foundations/pads.
- B. Miscellaneous Steel Supports: All supporting steel grillage, steel angles, channels, pipe or structural steel stands, and anchoring devices that may be required to adequately and rigidly support either piping, insulation, or equipment installed under this contract, shall be provided and installed.

2.3 CHASES AND OPENINGS

- A. Lay out all chases and openings, required for the execution of this work. Provide thimbles in walls and partitions. Thimbles shall be standard weight galvanized steel pipe.

2.4 MECHANICAL SYSTEM IDENTIFICATION

- A. Piping System: All piping installed under this division of the specifications shall be identified as follows.
- B. Method of Marking: Colored stencil letters that designate the material being handled, shall be applied at not more than 40 foot intervals on straight pipe runs, at each terminal piece of equipment, adjacent to valves, and where pipe passes through walls and floors. Piping shall be marked at all the equipment connections.
- C. Identification: Lettering shall be stenciled in block letters, size as scheduled below. Letters on covered (insulated) pipe shall be stenciled on covering. On uncovered pipe, painted bands shall be wide enough (See Table 1) to accommodate required letters. Lettering shall be positioned so that it can be easily read by a man standing on the floor. Lettering on parallel groups of lines shall be neatly lined up. Surfaces of piping or insulation finished in dark colored shall be lettered in white; and that finished in light colors shall be lettered in black.

1. All lines also shall be marked with arrows indicating the direction of flow.

TABLE 1  
Letter Size

<u>Outside Diameter of Pipe or Converting (Inches)</u>	<u>Size of Letter (Inches)</u>
1/2 to 1-1/4	1/2
1-1/2 to 2	3/4
2-1/2 to 12	1-1/4

All dimensions are given in inches.

## 2.5 ACCESSIBILITY

- A. No valves, controls, unions, etc., shall be placed in any pipe line at a location that will be inaccessible after the system is completed.

## 2.6 EXCAVATING FOR MECHANICAL WORK

- A. Not Applicable

## 2.7 PAINTING MECHANICAL WORK

- A. General: No painting shall be done under this division other than the sizing of the insulation jackets. Color stenciling of piping for identification and touching up paint that is chipped or scratched from mechanical equipment supplied; and 2 coats of black rust preventative on all exposed support metal and hangers mounted outdoors and in mechanical rooms.

## 2.8 CLEANING, TESTING, ADJUSTMENTS, AND INSPECTIONS

- A. Shall be accomplished in accordance with the following instructions and requirements. Provide temporary fill and drainage lines, wherever required, and connect them to the piping systems for these procedures and, finally, upon completion disconnect and remove these temporary lines.
- B. Cleaning and Oiling: All piping systems shall be thoroughly cleaned of grease, iron cuttings, welding slag, loose scale, and other refuse. Should any pipe, valves, strainers, other specialties, and equipment be stopped up by refuse, disconnect, clean, reconnect such pipe, equipment and material. All strainer baskets shall be removed, cleaned, and replaced.
- C. Exterior surfaces of piping, materials, or equipment that is to be painted or insulated shall be cleaned to remove lint, grease, and oil.
- D. All components of the mechanical systems shall be cleaned on outside of dust, trash, paint, and masonry dropping, and left in first class condition. Belt drives shall be adjusted for proper tension and sheaves aligned. All motor and equipment bearings shall be lubricated as recommended by the individual manufacturer and oil reservoir shall be left full.

## 2.9 TESTS

- A. All tests are to be made in the presence of the Owner's/Engineer's Field Representative.
  - 1. Water Piping shall be hydrostatically tested with water pressure of not less than 150 psi. Care shall be taken to avoid putting excessive pressures on mechanical seals, accessories, specialties, safety devices, chillers, pumps, etc. Water system shall be filled, and all air vented at least 24 hours before the actual test pressure is applied. Test pressure shall be applied, if practical, when water and average ambient temperatures are approximately equal and constant. Test pressure shall be maintained for not less than two

(2) hours without appreciable drop after the force pump has been disconnected. Leaks in screwed fittings shall be corrected by remaking the joints. Leaks in welded joints shall be cut out and rewelded. Contractor shall exercise care to not place excessive pressure on existing piping.

2. Adjustments and balancing shall be coordinated with cleaning and testing to assure equipment performance as specified and shown on the drawings.

#### 2.10 EQUIPMENT START-UP

- A. The contractor to responsible for all equipment start-up. All equipment to be started by the contractor or under the contractor's direct supervision.
- B. The entire temperature control system shall be adjusted and placed in operation by the Controls Contractor.

#### 2.11 BALANCING

- A. Systems balancing tests and adjusting shall be performed by an independent NEBB certified agency contracted by the owner. Testing and balancing shall begin after the contractor informs the Owner that construction has progressed to the point of allowing testing and balancing. The HVAC contractor shall assist the balancing sub-contractor during the balancing phases of work to expedite the work. Assistance to include, but not limited to, operation of system, installing valves that may have been omitted, etc.

#### 2.12 MECHANICAL WORK CLOSEOUT

- A. General: Refer to the Division 1 sections for general closeout requirements. Maintain a daily log of operational data on mechanical equipment and systems through the closeout period.
- B. Record Drawings: For mechanical work, give special attention to the complete and accurate recording of piping, other concealed and non-accessible work, branching arrangement and valve location for piping systems, and work of change orders where not shown accurately by contract documents. Submit to Engineer at end of project one set of electronic media that show all recorded changes in the mechanical work.
- C. Closeout Equipment/Systems Operations: Sequence operations properly so that work of project will not be damaged or endangered. Coordinate with seasonal requirements. Operate each item of equipment and each system in a test run of appropriate duration (with the Engineer present, and with the Owner's operating personnel present), to demonstrate sustained, satisfactory performance. Adjust and correct operations as required for proper performance. Clean and lubricate each system and replace excessively worn parts and similar expendable items of the work.
- D. Operating Instructions: Conduct a one (1) day walk-through instruction seminar for the Owner's personnel to be involved in the continued operation and maintenance of mechanical equipment and systems. Explain the identification system, operational diagrams, emergency and alarm provisions, sequencing requirements, seasonal provisions, security, safety, efficiency and similar features of the systems.

- E. Turn-Over of Operations: At the time of substantial completion, turn over the prime responsibility for operation of the mechanical equipment and systems to the Owner's operating personnel. However, until the time of final acceptance, provide one full-time operating engineer, who is completely familiar with the work, to consult with and continue training the Owner's personnel.

END OF SECTION 230000

## SECTION 230001- DEMOLITION

### PART 1 - GENERAL

#### 1.1. RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK

- A. The extent of demolition work shall be as indicated by the drawings and/or by the requirements of this section. In general, but not limited to, removal of existing boiler, along with associated piping and flue venting necessary for the installation of new replacement boiler.
- B. Demolition includes removal and disposal of demolished materials.

#### 1.3 SUBMITTALS

- A. Schedule: Submit proposed methods and operations of demolition to Engineer for review prior to start of work. Include in schedule coordination for systems shut-off.

#### 1.4 JOB CONDITIONS

- A. Occupancy: Building will be in operation during work and can be shut down at scheduled shut-down times.
- B. Condition of existing systems: The Owner assumes no responsibility for actual condition of items to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable.
- C. Protection: Ensure safe passage of persons in and around areas of demolition. Conduct operations to prevent injury to building, structure, other facilities, and persons.
- D. Damages: Promptly repair damages caused to facilities by demolition operations at no cost to Owner.
- E. Utility Services: Maintain existing utilities, keep in service, and protect against damage during demolition operations.

### PART 2 - PRODUCTS

Not applicable.



### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. Demolition of all parts to be removed shall be done in a safe, orderly fashion taking care to avoid damage to parts which are to be left in place. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate. In the event the Contractor has any question about items to be removed, the Contractor to ask the Engineer.

#### 3.2 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove from site debris, rubbish, and other materials resulting from demolition operations.
- B. Removal: Transport demolished materials removed from premise and legally dispose of off site.

END OF SECTION 230001

## SECTION 230514 - PIPE, TUBE, AND FITTINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.
- B. This section is a Division-23 Basic Materials and Methods Section, and a part of each Division-23 section making reference to pipe, tube and fittings specified herein.

#### 1.2 DESCRIPTION

- A. Extent of pipe, tube, and fittings required by this section is indicated on drawings and/or specified in other Division-23 sections.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of piping products of types and sizes required, and which have been in satisfactory use for not less than five (5) years in similar service.
- B. Welding: Qualify welding procedures, welders, and operators in accordance with ANSI B 31.1, paragraph 127.5, for shop and project site welding of piping work.
- C. Certify welding of piping work using the Standard Procedure Specifications by, and welders tested under supervision of, the National Certified Pipe Welding Bureau.
- D. Welding Certifications, Piping Work: Submit reports as required for welding certifications.

#### 1.4 PRODUCT HANDLING

- A. Provide factory-applied plastic end-caps on each length of pipe and tube. Maintain end-caps through shipping, storage and handling as required to prevent pipe-end damage and eliminate dirt and moisture from inside of pipe and tube.
- B. Where possible, store pipe and tube inside and protected from weather. Where necessary to store outside, elevate well above grade and enclose with durable, waterproof wrapping.
- C. Protect flanges and fittings from moisture and dirt by inside storage and enclosure, or by packaging with durable, waterproof wrapping.

### PART 2 - PRODUCTS

#### 2.1 PIPING MATERIALS

- A. General: Provide domestic manufactured (U.S.A.) pipe and tube of the type, joint

type, grade, size and weight (wall thickness or Class) indicated for each service. Where type, grade or class is not indicated, provide proper selection as determined by Installer for installation requirements, and comply with governing regulations and industry standards.

B. Steel Pipe:

1. Black Steel Pipe Schedule 40: ASTM A 53, A 106 or A 120; except comply with ASTM A 53 or A 106 where close coiling or bending is required.

C. Copper Tube: ASTM B88, Type (L) hard-drawn temper; except as otherwise indicated.

## 2.2 PIPE/TUBE FITTINGS

A. General: Provide factory-fabricated fittings of the type, materials, grade, class and pressure rating indicated for each service and pipe size. Provide sizes and types matching pipe, tube, valve or equipment connection in each case. Where not otherwise indicated, comply with governing regulations and industry standards for selections, and with pipe manufacturer's recommendations where applicable.

B. Fittings for Steel Pipe:

1. Steel Pipe Nipples: shall be of the same material and finish as the lines in which they are installed. No all-thread (close) nipples will be permitted.
2. Joints in steel pipe shall be in accordance with the following:
  - a. Screwed Piping: Joints shall be made with a non-hardening pipe joint compound applied to the male thread only.
  - b. Welded Piping - Joints shall be made as specified within.
  - c. Gasket Material for flanged joints shall be similar in all respects to Style D, 150 lb. series, as produced by Flexitallic Gasket Company. Comparable material by Garlock, or Akron Metallic Gasket Company will be acceptable.

C. Fittings for Black Steel Pipe shall be:

1. Screwed Fittings - 150 lb. gray cast iron conforming to ANSI No. B16.4.
2. Flanged Fittings - 150 Lb. gray cast iron conforming to ASTM No. A181.
3. Unions: - 300 lb. malleable iron ground joints with brass-to-iron seats conforming to ANSI No. B16.3.
4. Flanges - 150 lb. steel welding neck with raised face conforming to ASTM No. A181 except for matching flanges required at equipment and valves.
5. Welding Fittings, including elbows, reducing ells, caps, straight tees, reducing tees, straight and reducing laterals and reducers shall be "standard weight", Grade B fittings, meeting ASTM A234, as produced by Crane, Tube-Turns,

Taylor Forge or equal. Furnish long radius 90-degree elbows. Complete ASTM specification information shall be stamped on each fitting.

6. Standard Weight Weldolets or Threadolets may be used in lieu of welding tees only where the branch line is at least two pipe sizes smaller than main. Under no circumstances will it be permissible for one pipe line to be welded directly into another, regardless of size.
7. Manufacture. Welding fittings and flanges which have been machined, remarked, painted, or otherwise produced domestically from non-domestic forgings will not be acceptable. Fittings and flanges shall have the manufacturer's trademark permanently identified in accordance with MSS SP-25.

D. Fittings for Copper Tube:

1. Cast-Bronze Solder-Joint Fittings: ANSI No. B16.18.
2. Wrought-Copper/Bronze Solder-Joint Fittings: ANSI No. B16.22.
3. Copper-Tube Unions: Provide standard products recommended by the manufacturer for use in the service indicated.
4. Soldered Joints in copper tubing shall be in accordance with the following:
  - a. Pipe Sizes 1-1/2" and Smaller - Joints shall be made with a non-corrosive flux and solder composed of 95% tin and 5% antimony. Flux and solder to be lead free.
  - b. Pipe Sizes 2" and Larger - Joints shall be made with a non-corrosive flux and either "Sil-Phos", "Easy-Flo" or "Phos-Copper". Flux and solder to be lead free.

## 2.3 MISCELLANEOUS PIPING MATERIALS/PRODUCTS

- A. Insulating (Dielectric) Unions: Provide standard products recommended by the manufacturer for use in the service indicated, and which effectively isolate ferrous from non-ferrous piping (electrical conductance), prevent galvanic action, and stop corrosion.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Install pipe, tube and fittings in accordance with recognized industry practices which will achieve permanently-leakproof piping systems, capable of performing each indicated service without piping failure. Install each run with a minimum of joints and couplings, but with adequate and accessible unions for disassembly and maintenance/replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Align piping accurately at connections, within 1/16" misalignment tolerance.

- B. Locate piping runs, except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines. Locate runs as shown or described by diagrams, details and notations, or, if not otherwise indicated, run piping in the shortest route which does not obstruct usable space or block access for servicing the building and its equipment. Hold piping close to walls, overhead construction, columns and other structural and permanent-enclosure elements of the building; limit clearance to 0.5" where furring is shown for enclosure or concealment of piping, but allow for insulation thickness, if any. Where possible, locate insulated piping for 1.0" clearance outside insulation.
- C. Electrical Equipment Spaces: Do not run piping over electrical or electronic equipment spaces and enclosures unless unavoidable. Install drip pan under piping that must be run over electrical spaces.
- D. Piping System Joints: Provide joints of the type indicated in each piping system.
- E. Thread pipe in accordance with ANSI No. B2.1; cut threads full and clean using sharp dies. Ream threaded ends to remove burrs and restore full inside diameter. Apply pipe joint compound, or pipe joint tape (Teflon) where recommended pipe/fitting manufacturer, on male threads at each joint and tighten joint to leave not more than 3 threads exposed.
- F. Solder copper tube and fitting joints where indicated, in accordance with recognized industry practice. Cut tube ends squarely, ream to full inside diameter, and clean outside of tube ends and inside of fittings. Apply solder flux to joint areas of both tubes and fittings. Insert tube full depth into fittings, and solder in a manner which will draw soldered full depth and circumference of joint. Wipe excess solder from joint before it hardens.
- G. Where pipe passes through walls, use galvanized iron sleeve with double layers of tar paper between pipe and sleeves to prevent electrolysis.
- H. Furnish and install dielectric couplings at all connections of dissimilar metals as required.
- I. Weld pipe joints in accordance with recognized industry practice and as follows:
  - 1. Black steel pipe and fittings 2" & larger, except connections to equipment, shall have welded or flanged joints; pipe sizes 1-1/2" and below shall have screwed joints. Welded fittings shall be used in all Lines 2" and above.
  - 2. The electric welding process shall be used, and all welding must be done in accordance with the latest accepted standards.
  - 3. All joints must be tight under test and operating conditions; defective joints must be remade. After completing a welded joint, it shall be mandatory for the welder to stamp or otherwise identify it as his work by number, letter or symbol assigned to him.
  - 4. Weld pipe joints only when ambient temperature is above 0 degrees F where

possible.

5. Bevel pipe ends at a 37.5-degree angle where possible, smooth rough cuts, and clean to remove slag, metal particles and dirt.
  6. Install welding rings for buttwelded joints.
  7. Use pipe clamps or tack-weld joints with 1.0" long welds; 4 welds for pipe sizes to 12".
  8. Build up welds with a stringer-bead pass, followed by a hot pass, followed by a cover or filler pass. Eliminate valleys at center and edges of each weld. Weld by procedures which will ensure elimination of unsound or unfused metal, cracks, oxidation, blow-holes and non-metallic inclusions.
  9. Do not weld-out piping system imperfections by tack welding procedures; re-fabricate to comply with requirements.
  10. Install forged branch-connection fittings wherever branch pipe is indicated or install regular "T" fitting (at Contractor's option).
  11. Spray paint all welded connections with black rust preventative paint.
- J. Flanged joints: Match flanges within piping system and at connections with valves and equipment. Clean flange faces and install gaskets. Tighten bolts to provide uniform compression of gaskets.
- K. Insulating (Dielectric) Unions: Comply with manufacturer's instructions for installing unions. Install unions in a manner which will prevent galvanic action and stop corrosion where the "joining of ferrous and non-ferrous piping" is required.

### 3.2 CLEANING, FLUSHING, INSPECTING

- A. General: Clean exterior surfaces of installed piping systems of superfluous materials, and prepare for application of specified coatings (if any). Clean piping as specified in Section 23000. Flush out piping systems with clean water before proceeding with required tests. Inspect each run of each system for completion of joints, supports and accessory items.
- B. Inspect pressure piping in accordance with procedures of ANSI No. B31.
- C. Piping Tests: See Section 230000.

END OF SECTION 230514

## SECTION 230515- PIPING ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.
- B. This section is a Division-23 Basic Materials and Methods Section and is a part of each Division-23 section referring to piping specialties specified herein.

#### 1.2 DESCRIPTION

- A. Extent of piping accessories work is indicated by drawings and schedules, and by requirements of this section.
- B. In addition, the requirements of this section apply to piping work specified elsewhere in these specifications.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of piping accessories of types and sizes required, whose products have been in satisfactory use in similar service for not less than 2 years.
- B. Installer: A firm with at least 3 years of successful installation experience on projects with piping accessories work similar to that required for this project.

#### 1.4 SUBMITTALS

- A. Manufacturer's Data; Piping Accessories:
  - 1. Submit manufacturer's data on piping accessories.

#### 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery piping accessories in factory-wrapped water-resistant fiber board type containers.
- B. Handle products carefully to avoid damage to components and to finish. Do not install damaged accessories; replace and remove from project site.
- C. Store accessories in a clean dry space; protect from dirt, fumes, water and construction traffic.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURED PRODUCTS

- A. General: Provide factory-fabricated piping accessories recommended by the manufacturer for use in the service indicated. Provide products of the types and pressure-ratings indicated for each service or, if not indicated, provide proper selection as determined by the piping system installer to comply with installation requirements. Provide sizes and connections which properly mate with pipe, tube, valve and equipment connections. Where more than one type is indicated, selection is Installer's option.
- B. Gauges and Thermometers: Furnish and install gauges with 4-1/2" dials and thermometers with Digital Solar Readouts.
  - 1. Gauges. Dials shall be white with black figures and markings. A plexiglass dial with dual scale plate shall protect the face and pointer. Brass gauge cocks shall be furnished suitable for 250 psig SWP. Gauges shall be similar to Terice 600 C with 1/2 of 1% accuracy. Gauges of comparable construction by Weiss, or Weksler, will be acceptable.
  - 2. Thermometers. Furnish Weiss Model DVS35 or DVBM25 Digital Vari-Angle thermometer with Hi-impact ABS case, 040/300 Deg. F range 3/8" LCD display, 1% accuracy, 1/10 Deg. Resolution, and recalibration with internal potentiometer. Thermometer to have 10 Lux rating with 10 second update. Ambient operation conditions shall be -30/140 Deg. F Sensor shall be passivated thermistor.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF MANUFACTURED PRODUCTS

- A. Flexible pump connectors: Install connectors on suction and discharge of all pumps (floor mounted and inline).
- B. Strainers: Install strainers at locations shown.
- C. Install escutcheon plates at pipe sleeves where piping is exposed to view in the building, on the exterior, and in the mechanical rooms.

### 3.2 INSTALLATION OF FABRICATED PRODUCTS

- A. Drip Pans: Provide and Install drip pans under each air handling unit (2 required). Drip pans to be fabricated from stainless steel sheet metal with watertight joints, and with edges turned up 2.5" and reinforced either by structural angles or by rolling over 0.25" steel rod; provided 1.25" flanged pipe for drain connections on side of pan edges. Drain pan metal gauge to be 20 gauge.
- B. Pipe Sleeves: Install pipe sleeves of the types indicated where piping passes



through walls, floors, ceilings, roofs and structural members of the work. Provide sleeves of adequate size, accurately centered on pipe runs. Size sleeves so that piping and insulation (if any) will have free movement in the sleeve, including allowance for thermal expansion. Where insulation includes a vapor-barrier covering, provide sleeve with sufficient clearance for installation of vapor barrier, but not less than 2 pipe sizes larger than piping run. Install length of sleeve equal to thickness of construction penetrated, except extend floor sleeves 1 inch above floor finish. Provide temporary support of sleeves during placement of concrete and other work around sleeves and provide temporary closure to prevent concrete and other materials from entering pipe sleeves. Install fire retardant material as discussed.

END OF SECTION 230515

## SECTION 230523 - VALVES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 specification sections, apply to work of this section.
- B. This section is a Division-23 Basic Materials and Methods Section and is a part of each Division-23 section making reference to valves specified herein.

#### 1.2 DESCRIPTION OF WORK

- A. Extent of valves required by this section is indicated on drawings and/or specified in other Division-23 sections.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of valves, of types and sizes required, and which have been in satisfactory use for not less than one year in similar service.
- B. Inspection of Castings: Provide valve bodies, bonnets and discs which have been inspected in accordance with manufacturer's standard written quality control procedure and, where indicated in accordance with standards of the Manufacturers' Standardization Society of the Valve and Fitting Industry (MSS).
- C. Marking of Valves: Comply with MSS SP-55, except as otherwise indicated.
- D. Hydrostatic Testing of Valves: Provide valves which have been tested in accordance with manufacturer's standard written test procedure and, where indicated, as follows:
  - 1. Standard Method: Comply with MSS SP-61, except as otherwise indicated.

#### 1.4 PRODUCT HANDLING

- A. Provide manufacturer's standard temporary protective coating on cast iron and steel valves and provide factory-applied end-caps on valves. Maintain coating and end-caps through shipping, storage and handling, in adequate condition to inhibit corrosion, prevent damage and eliminate dirt and moisture from inside of valves. During transportation and delivery, handle valves with care using adequate lifting equipment. Do not drop or abuse valves. Store valves inside and protected from weather. Where coating has been removed or damaged, and where valves are in environment which could reasonably be expected to cause rusting, protect valves with separate, durable, waterproof wrapping.

## PART 2 - PRODUCTS

### 2.1 VALVE TYPES AND SIZES

- A. General: Except as otherwise indicated, provide factory-fabricated valves of the type, body material and pressure class indicated. Where type or body material is not indicated, provide proper selection as determined by Installer for installation requirements, with pressure class selected from MSS or ANSI standards based on the maximum pressure and temperature in the piping system. Except as otherwise indicated, provide valve size same as connecting pipe size.

### 2.2 HVAC PIPING VALVES

- A. Butterfly Valves: to be "Milwaukee" Valve Series ML for "On-Off" operation. Valves shall be constructed for a working pressure of 150 psi with bodies of cast iron, discs of ductile iron, shafts of 17-4PH stainless steel, seats and O-rings Type E.P.D.M. All valves 6 inches and greater to have gear drive operator. Valves of similar design and equivalent construction as manufactured by Demco, Keystone, or Norris will be acceptable. Any valve offered shall be lug-body-drilled and tapped.
- B. Manual Air Vents: to be provided as required. Vents that require pipe discharges to drains shall be 1/4" Crane No. 17 angle valves. All other manual vents shall be 3/8" ball valves as specified.
- C. Ball Valves:
1. For Pipe sizes 1" to 3": Three-piece carbon steel with swing out accessibility, 150 psi working pressure. Similar to Grinnell Series 3914, threaded full port.
  2. For pipe sizes less than 1": Use Series 3911.
  3. Comparable valves as manufactured by Flowset or Apollo will be acceptable.
- D. Drain Cocks: to be Wolverine 1/2" No. 667 W.S.A. with stuffing box. Comparable cocks as manufactured by Nibco or Chicago Faucet will be acceptable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Except as otherwise indicated, comply with the following requirements.
1. Install valves where required for proper operation of piping and equipment, including valves in branch lines where necessary to isolate sections of piping. Locate valves so as to be accessible and so that separate support can be provided when necessary.

2. Install valves with stems pointed up, in the vertical position where possible, but in no case with stems pointed downward from a horizontal plane unless unavoidable. Install valve drains with hose-end adaptor for each valve that must be installed with stem below horizontal plane.
- B. Insulation: Where insulation is indicated, install extended-stem valves, arranged in the proper manner to receive insulation.
- C. Applications Subject to Shock: Install valves with bodies of metal other than cast-iron where thermal or mechanical shock is indicated or can be expected to occur.
- D. Applications Subject to Corrosion: Do not install bronze valves and valve components in direct contact with steel, unless the bronze and steel are separated by a dielectric insulator. Install bronze valves in steam and condensate service and in other services where corrosion is indicated or can be expected to occur.

END OF SECTION 230523

## SECTION 230529 - HANGERS, SUPPORTS AND ANCHORS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.
- B. This section is a Division-23 Basic Materials and Methods Section and is a part of each Division-23 section making reference to hangers, supports and anchors specified herein.

#### 1.2 DESCRIPTION OF WORK

- A. Extent of hangers, supports and anchors required by this section is indicated on drawings and/or specified in other Division-23 sections.

#### 1.3 QUALITY ASSURANCE

- A. **Manufacturer:** A firm regularly engaged in the manufacture of hangers, supports and anchors, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. **Code Compliance:** Comply with International Mechanical Code pertaining to product materials and installation of hangers, supports and anchors unless otherwise indicated in these specifications.
- C. **UL and FM Compliance:** Provide products which are Underwriters' Laboratories listed and Factory Mutual approved.
- D. **MSS Standard Compliance:** Provide products which comply with Manufacturers' Standardization Society's SP-69 for type required.
- E. **Federal Specifications:** WW-H-171D, for type indicated.

#### 1.4 SUBMITTALS

- A. **Manufacturer's Data; Hangers, Supports, and Anchors:**
  - 1. Submit manufacturer's data on hangers, supports and anchors, including but not limited to, dimensions, sizes, loading capacities, and installation instructions.

#### 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver products wrapped in factory-fabricated fiberboard type containers.
- B. Do not install damaged products; replace and return damaged units to manufacturer.

- C. Store hangers, supports and anchors in a clean dry space. Store in original cartons and protect from dirt, physical damage and construction traffic.

## PART 2 - PRODUCTS

### 2.1 HORIZONTAL-PIPING HANGERS AND SUPPORTS

- A. General: Except as otherwise indicated, provide factory-fabricated horizontal piping hangers and supports of MSS type and size indicated, bolts (if any) and washers; comply with MSS SP-58 and manufacturer's published product information. Where MSS type or size is not indicated, provide proper selection as determined by Installer for installation requirements, and comply with MSS SP-69 and manufacturer's published product information; size hangers and supports properly for piping including insulation (if any). Provide copper-plated hangers and supports for uninsulated copper-piping systems.
  - 1. Adjustable Clevis Hanger: MSS Type 1, fabricated from steel. **Hanger to be large enough to be on outside of pipe insulation.**

### 2.2 VERTICAL-PIPING CLAMPS

- A. General: Except as otherwise indicated, provide factory-fabricated vertical piping clamps of MSS type and size indicated; comply with MSS SP-58 and manufacturer's published product information. Where MSS type or size is not indicated, provide proper selection as determined by Installer for installation requirements, and comply with MSS SP-69 and manufacturer's published product information. Size clamps properly for piping, including insulation (if any). Provide copper-plated clamps for copper-piping systems.
  - 1. Two-Bolt Riser Clamp: MSS type 8.

### 2.3 HANGER-ROD ATTACHMENTS

- A. General: Except as otherwise indicated, provide factory-fabricated hanger-rod attachments of MSS type and size indicated; comply with MSS SP-58 and manufacturer's published product information. Where MSS type or size is not indicated, provide proper selection determined by Installer for installation requirements, and comply with MSS SP-69 and manufacturer's published product information. Size attachments properly for piping, including insulation (if any). Provide copper-plated hanger-rod attachments for uninsulated copper-piping systems.

### 2.4 BUILDING ATTACHMENTS

- A. General: Except as otherwise indicated, provide factory-fabricated building attachments of MSS type and load-rating indicated; comply with MSS SP-58 and manufacturer's published product information. Where MSS type or load-rating is not indicated, provide proper selection determined by Installer for installation requirements, and comply with MSS SP-69 and manufacturer's published product information. Size units properly for the piping loading.

1. Concrete Inserts: MSS type 18, steel.
2. Steel C-Clamps: MSS type 23, steel.
3. Malleable Iron C-Clamps: MSS type 23, malleable iron.
4. Top-I-Beam Clamp: MSS type 25.
5. Beam Clamp/Eye-Nut: MSS type 28.
6. Wide-Flange Beam Clamp/Eye-Nut: MSS type 29.
7. SADDLES: MSS type 40

## 2.5 HORIZONTAL PIPING SUPPORT SCHEDULE

### A. For Copper and Schedule 40 Steel Pipe

<u>Pipe Size</u>	<u>Rod Diameter</u>	<u>Maximum Spacing</u>
Up to 1"	3/8"	6'-0"
1-1/4"	3/8"	6'-0"
1-1/2"	3/8"	6'-0"
2" to 3"	1/2"	10'-0"
4" thru 6"	3/4"	10'-0"
8" thru 12"	7/8"	10'-0"

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Proceed with installation of hangers, supports and anchors only after required building structural work has been completed in areas where the work is to be installed. Correct inadequacies including (but not limited to) proper placement of inserts, anchors and other building structural attachments.
- B. Prior to installation of hangers, supports, and associated work, Installer shall meet at project site with Contractor, installer of each component of associated work, inspection and testing agency representatives (if any), installers of other work requiring coordination with work of this section and Engineer for purpose of reviewing material selections and procedures to be followed in performing the work in compliance with requirements specified.

### 3.2 INSTALLATION OF BUILDING ATTACHMENTS

- A. Install building attachments at required locations within concrete or on structural steel for proper piping support. Space attachments within maximum piping span length indicated in MSS SP-69.

### 3.3 INSTALLATION OF HANGERS AND SUPPORTS

- A. General: Install hangers, supports, clamps and attachments to support piping properly from building structure; comply with MSS SP-69. Arrange for grouping of parallel runs of horizontal piping to be supported together on trapeze type hangers where possible. Install supports with maximum spacings complying with MSS SP-69. Where piping of various sizes is to be supported together by trapeze hangers, space hangers for smallest pipe size or install intermediate supports for smaller diameter pipe. Do not use wire or perforated metal to support piping, and do not support piping from other piping.
- B. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers and other accessories. Except as otherwise indicated for exposed continuous pipe runs, install hangers and supports of same type and style as installed for similar piping.
- C. Prevent electrolysis in support of copper tubing by use of hangers and supports which are copper plated, or by other recognized industry methods.
- D. Provisions for Movement:
  - 1. Install hangers and supports to allow controlled movement of piping systems and to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends and similar units.
  - 2. Load Distribution: Install hangers and supports so that piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
  - 3. Insulated Piping: Comply with the following installation requirements.
    - a. Clamps: Attach clamps, (where required) including spacers (if any), to piping with clamps projecting through insulation; do not exceed pipe stresses allowed by ANSI No. B31.
    - b. Shields: Install galvanized coated protective shields at each hanger on insulated piping.

### 3.4 ADJUSTMENT OF HANGERS AND SUPPORTS

- A. Adjust hangers and supports to bring piping to proper levels and elevations.

END OF SECTION 230529



## SECTION 230700- SYSTEMS INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.
- B. This section is a Division-23 Basic Materials and Methods Section and is a part of each Division-23 section making reference to insulation products specified herein.

#### 1.2 DESCRIPTION

- A. Extent of insulation work is indicated by drawings and by the requirements of this section. In general, the work to include insulating all piping systems, valve bodies, flanges, unions, drip legs, vents, drains, etc. as described hereafter.
- B. The piping systems to be insulated include:
  - 1. Heating Hot Water Piping

#### 1.3 QUALITY ASSURANCE

- A. Manufacturers: Provide piping insulation products produced by one of the following for each type and temperature range of insulation:
  - 1. Certainteed Corp.
  - 2. Johns-Manville Corp.
  - 3. Owens-Corning Fiberglas Corp.
  - 4. Pittsburg Corning Corp.
- B. Installer: A firm with at least 5 years successful installation experience on projects with piping insulations similar to that required for this project.
- C. Flame/Smoke Ratings: Provide composite piping insulation (insulation, jackets, coverings, sealers, mastics, and adhesives) with flame-spread rating of 25 or less and a smoke-developed rating of 50 or less, as tested by ASTM E84 (NFPA 255) method.

#### 1.4 SUBMITTALS

- A. Manufacturer's Data, Insulation:
- B. Submit manufacturer's data on piping insulation.
- C. Provide certifications or other data as necessary to show compliance with these specifications and governing regulations. Include proof of compliance for test of products for fire rating, corrosiveness, and compressive strength.

## 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect insulation against dirt, water and chemical and mechanical damage. Do not install damaged insulation; remove from project site.
- B. Deliver insulation, coverings, cements, adhesives and coatings to the site in factory-fabricated containers with the manufacturer's stamp, or label, affixed showing fire hazard ratings of the products.
- C. Store insulation in original wrappings and protect from weather and construction traffic.

## PART 2 - PRODUCTS

### 2.1 PIPE INSULATION

- A. As designated below shall be insulated with one-piece molded fibrous glass insulation (-60 to 850 degrees F.) with all service jacket double self-sealing lap and thickness as follows:
  - 1. Hot Water Supply and Return Piping, All pipe sizes (inside building).
    - a. Pipe size 2-1/2 inches and larger - 2"
- B. Insulation shall be Owens Corning Fiberglas "ASJ Max". Similar insulation from listed manufacturers will be considered. Insulation properties to include but not be limited to the following:
  - 1. Paper Free reinforced foil vapor barrier jacketing.
  - 2. Jacket to have factory applied double pressure sensitive adhesive.
  - 3. Self-sealing butt strips for circumferential joints.
  - 4. UL listed.
  - 5. Permeance: 0.02 perm/in.
  - 6. Puncture resistance: 50 units (ASTM D781)
  - 7. Thermal conductivity: 0.27 BTU .IN/HR./ft. <sup>2</sup> Deg. F @ 150 Deg. F mean temperature
- C. On all piping exposed in Equipment rooms and exposed piping in building, finish with 8 oz. thermo canvas jacket, ULC listed flame spread 25 or less, smoke developed 50 or less. Canvas as supplied by S. Fattal Canvas, Inc.
- D. Adjoining insulation sections shall be butted firmly together, and the butt ends shall be sealed to pipe with a thick coating of vapor seal mastic at 21 feet intervals and at each fitting. Longitudinal seams of the vapor barrier jacket shall be sealed with Foster "Spark-Fas" No. 85-20, adhesive. End joints shall be sealed with 4" factory furnished vapor barrier strips applied with the above adhesive. Canvas shall be neatly pasted in place with Foster "Sealfas" No. 30-36 or equal, vapor barrier coating. Canvas surface shall be finished with a coat of the "Sealfas" coating as a primer. All longitudinal laps in the 8oz. canvas shall be on top of the pipe.

- E. All fittings, valve bodies, unions and flanges shall be vapor seal insulated with molded pipe fittings of same material and thickness to adjoining insulation, wired on with two (2) #14 copper wires and vapor sealed by applying a 1/8" thick vapor barrier mastic recommended by insulation manufacturer. While the mastic is tacky, embed a layer of glass fabric lagging tape in the mastic. After the initial mastic coat has dried, finish the surface with an additional 1/8" thick mastic coat, troweled on to a smooth and neat contour. Finally, cover with 8 oz. canvas secured and sized with adhesive as specified above.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF INSULATION

- A. General: Install insulation products in accordance with the manufacturer's written instructions, and in accordance with recognized industry practices to ensure that the insulation serves its intended purpose.
- B. Install insulation on pipe systems subsequent to testing and acceptance of tests and until any electric heating cable that may be required has been installed.
- C. Install insulation materials with smooth and even surfaces. Insulate each continuous run of piping with full-length units of insulation, with a single cut piece to complete the run. Do not use cut pieces or scraps abutting each other.
- D. Clean and dry pipe surfaces prior to insulating. Butt insulation joints firmly together to ensure a complete and tight fit over surfaces to be covered.
- E. Maintain integrity of vapor-barrier jackets on pipe insulation and protect to prevent puncture or other damage.
- F. Cover valves, flanges, fittings and similar items in each piping system with equivalent thickness and composition of insulation as applied to adjoining pipe run. Install factory molded, precut or job fabricated units (at Installer's option) except where a specific form or type is indicated.
- G. Extend piping insulation without interruption through walls, floors and similar piping penetrations, except where otherwise indicated. Install protective metal shields and insulated inserts wherever needed to prevent compression of insulation.
- H. All insulation work shall be done by mechanics skilled in its application and regularly employed by the Insulation Contractor who shall be a sub-contractor to this Contractor. Special care shall be given to the covering of irregular fittings in order to obtain an even surface resulting in a neat and workmanlike appearance.

### 3.2 PROTECTION AND REPLACEMENT

- A. Replace damaged insulation which cannot be repaired satisfactorily, including units with vapor barrier damage and moisture saturated units. Replace/Repair pipe insulation that is removed from existing piping to make new alterations or pipe connections or removal of existing pipe.

- B. Protection: The Installer of the piping insulation shall advise the Contractor of required protection for the insulation work during the remainder of the construction period, to avoid damage and deterioration.

END OF SECTION 230700

## SECTION 230924 - CONTROLS AND INSTRUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

#### 1.2 SCOPE

- A. This section includes the controls, instrumentation and associated piping and wiring required to make the mechanical systems provided under Division 23 perform as described in these specifications and as shown. Provide a complete system of automatic temperature control of the direct digital type as manufactured only by Johnson Controls Company. The Johnson Controls Representative for the project is Mrs. Allison Knox 430-A Roper Mountain Road, Greenville, SC 29615, (864) 234-3812.
- B. The base bid for this project shall include, but not by way of limitation, all DDC panels, power supplies, wiring, conduit, solenoid valves, relays, differential pressure transmitters, differential pressure switches, RTDS, pressure sensors, etc. necessary for a complete and operable automatic control system and DDC field panels and connecting LAN.
- C. The installation of the added components must be performed without interrupting the operation of existing equipment.

#### 1.3 COORDINATION

- A. The complete control system provided by the control equipment manufacturer shall include all control and interlock wiring.
- B. Automatic temperature control valves and separable wells for immersion elements furnished by the control manufacturer shall be installed by the mechanical contractor under the control manufacturer's supervision.
- C. Furnish all flow and fail switches indicated and necessary to perform control sequences described. Water flow switches shall be furnished by the control manufacturer and installed by the mechanical contractor under the control manufacturer's supervision.
- D. The control manufacturer shall cooperate with the water balancing agency in the performance of their work as required or directed.

#### 1.4 SUBMITTALS

- A. Submit six (6) copies of the data specified for the manufacturer and the installation

specialist proposed. Upon receipt and approval manufacturer and specialist pre-qualifications, proceed with the preparation of shop drawings and other submittal data.

## PART 2 - PRODUCTS

### 2.1 INPUT DEVICES

#### A. General Requirements

1. Installation, testing, and calibration of all sensors, transmitters, and other input devices shall be provided to meet the system requirements.
2. Thermowells
  - a. When thermowells are required, the sensor and well shall be supplied as a complete assembly, including well head and Greenfield fitting.
3. Acceptable Manufacturers: Johnson Controls.

#### B. Status and Safety Switches

1. General Requirements
  - a. Switches shall be provided to monitor equipment status, safety conditions, and generate alarms at the FMS when a failure or abnormal condition occurs. Safety switches shall be provided with two sets of contacts and shall be interlock wired to shut down respective equipment.

### 2.2 OUTPUT DEVICES

- #### A. General Requirements:
- Damper and valve actuators shall be electronic and/or pneumatic, as specified in the System Sequence. Refer to the valve schedule for sizes and flow requirements.

### 2.3 SEQUENCE OF OPERATION

#### A. General

1. The boiler shall be energized to operate by the existing "JCI" Building Management System. The controls subcontractor shall utilize existing building automation system infrastructure. The controls subcontractor shall also provide wiring between all control end devices including control valves, temperature sensors, switches, etc. and existing controls system.

## PART 3 - EXECUTION

### 3.1 HVAC CONTROL SYSTEM WIRING

- A. All conduit, wiring, accessories and wiring connections required for the installation of the Facility Management System, as herein specified, shall be provided by the FMS Contractor unless specifically shown on the Electrical Drawings under Division 26 Electrical. All wiring shall comply with the requirements of applicable portions of Division 26 and all local and national electric codes, unless specified otherwise in this section.

### 3.2 CONTROL AIR PIPING

- A. Instrument Air piping shall be copper or polyethylene tubing, where control air is required for new boiler.

### 3.3 INPUT DEVICES

- A. All Input devices shall be installed per the manufacturer's recommendation. The mechanical contractor shall install all in-line devices such as temperature wells, pressure taps, etc.
- B. Differential Pressure Status Switches: Provide complete installation kit including; static pressure taps, tubing, fittings and air filters. Provide appropriate scale range and differential adjustment for intended service.
- C. Temperature Sensors: Temperature sensors shall be RTD's with high resistance change versus temperature or thermistors to insure good resolution and accuracy. RTD's shall be platinum measuring elements with aluminum oxide encapsulation, 3,000 OHM - two wire.

### 3.4 OUTPUT DEVICES

- A. All output devices shall be installed per the manufacturer's recommendation. The mechanical contractor shall install all in-line devices such as control valves, etc.
- B. Actuators: All control actuators shall be sized capable of closing against the maximum system shut-off pressure. The actuator shall modulate in a smooth fashion through the entire stroke. When any pneumatic actuator is sequenced with another device, pilot positioners shall be installed to allow for proper sequencing.

### 3.5 TRAINING

- A. One day of on-site orientation by a field engineer who is fully knowledgeable of the specific installation details of the project. This orientation shall, at a minimum, consist of a review of the project as-built drawings, the control system software layout and naming conventions, and a walk through of the facility to identify panel and device locations.

### 3.6 COMMISSIONING

- A. Commissioning the Facility Management System is a mandatory documented

performance requirement of the selected FMS Contractor for all control systems detailed in this Specification and sequence of operations. Commissioning shall include verification of proper installation practices by the FMS Contractor and subcontractors under the FMS Contractor, point verification and calibration, system/sequence of operation verification with respect to specified operation, and network/workstation verification. Documentation shall be presented upon completion of each commissioning step and final completion to ensure proper operation of the Facility Management System.

B. Acceptance Check List

1. An acceptance checklist shall be completed that documents compliance with each item of this Specification.

END OF SECTION 230924



## SECTION 231123 - FUEL GAS PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Division-23 Basic Materials and Methods Sections apply to the work of this section.

#### 1.2 DESCRIPTION OF THE WORK

- A. The extent of fuel gas piping work and its associated equipment is indicated by drawings and by the requirements of this section. Fuel gas piping is defined to include piping for natural gas, from the point of delivery (outlet of the meter set assembly) to the connections with each gas utilization device, and the gas venting piping of gas equipment to the outside. The contractor to coordinate with local gas utility company to assure gas meter is of proper size.
- B. The applications for fuel gas piping include connections to the following gas utilization appliances:
  - 1. Boiler (B-1)

#### 1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of gas piping products, of the quality and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer: A firm with at least 5 years of successful installation experience on projects with gas piping similar to that required for this project.
- C. ANSI Code Compliance: Comply with applicable provisions of "National Fuel Gas Code", ANSI Z 223.1 (NFPA Standard No. 54).

### PART 2 - PRODUCTS

#### 2.1 PIPING MATERIALS

- A. General: Comply with the Division 15 sections for product requirements of piping materials. For each service, provide the piping materials indicated including pipe, tube, fittings, hangers, supports, anchors, valves and accessories. Where more than one type is indicated, selection is Installer's option.
- B. Materials: Provide products complying with "National Fuel Gas Code", 2012 Edition, ANSI Z 223.1 (NFPA Standard No. 54), where type is not indicated.
  - 1. Pipe Size 3/4" and Smaller: Black steel pipe of the size indicated.
    - a. Pipe Weight: Schedule 40.

- b. Fittings: Class 150 malleable iron threaded.
2. Pipe Size 1" and Larger: Black steel pipe of the size indicated.
  - a. Pipe Weight: Schedule 40.
  - b. Fittings: Forged steel socket welding.
3. ALL PIPING LOCATED IN CEILING RETURN PLENUMS SHALL BE WELDED REGARDLESS OF PIPE SIZE.

## 2.2 FUEL GAS PIPING PRODUCTS

- A. General: Provide factory-fabricated piping products of the size and type indicated. Where not otherwise indicated, provide products as determined by the Installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections.
- B. Gas Meter: Coordinate with the local gas utility company to have service routed to the building and install gas meter. Assure that the gas meter to the complex is of sufficient size. Run gas piping from the meter to the new gas equipment. Meter shall not be installed until entire piping system is complete to include but not be limited to all piping, flue vents, and regulator vents.
- C. Gas Pressure Regulation (at Meter): Provide single-stage, steel jacketed, corrosion resistant, pressure regulator, with vent to atmosphere, elevation compensated, with flanged ends of size indicated, for inlet and outlet gas pressures, specific gravity and volume flow indicated. All regulators inside mechanical rooms to be pipe vented individually to outside.
- D. Provide gas pressure regulators at appliances for the service indicated and required by the manufacturer. All regulators shall have an over pressurization protection device.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PIPING SYSTEM

- A. General: Comply with the requirements of the Division 15 sections for installation of basic piping materials. Install piping products in accordance with the manufacturer's written instructions, the applicable requirements of ANSI Z 223.1, and in accordance with recognized industry practices to ensure that products serve the intended function.
- B. Use sealants on metal gas piping threads which are chemically resistant to natural gas. Use sealants sparingly and apply to only male threads of metal joints.
- C. Remove cutting and threading burrs before assembling piping.
- D. Do not install defective piping or fittings. Do not use pipe with threads which are

chipped, stripped or damaged.

- E. Plug each gas outlet, including valves with a threaded plug or cap, immediately after installation, and retain until continuing piping or equipment connection is completed.
- F. Ground gas piping electrically and continuously within project, and bond to grounding electrode. Buried bare metal piping is acceptable as a grounding electrode.
- G. Install accessible 6" drip-legs in gas piping at each piece of equipment that uses gas.
- H. Protection of Gas Piping Against Corrosion: Protect metal gas piping in contact with the earth, or other corrosive material, against corrosion. Seal wrap piping with coal-tar saturated wrapping tape over coal-tar epoxy coating (20 mils thick).
- I. Coordinate with gas utility company as necessary to interface gas piping with gas service supply work.
- J. Pre-wrapped piping shall be protected. Any damage to this piping shall be touched up by manufacturer's approved method.
- K. All underground piping shall be inspected by owner/engineer prior to bury.

### 3.2 EQUIPMENT CONNECTIONS

- A. General: Connect fuel gas piping to equipment and comply with equipment manufacturer's instructions.

### 3.3 FIELD QUALITY CONTROL

- A. Fuel Gas Piping Tightness Test: Prior to initial operation, test and purge fuel gas piping in accordance with ANSI Z 223.1, National Fuel Gas Code, 2012 Edition.
- B. Repair or replace fuel gas piping as required to eliminate leaks, and retest as specified to demonstrate compliance.

END OF SECTION 231123

## SECTION 232124 - LIQUID HEAT TRANSFER

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.
- B. Division-23 Basic Materials and Methods Sections apply to the work of this section.

#### 1.2 DESCRIPTION OF WORK

- A. Extent of HVAC water piping work is indicated on the drawings and in schedules, and by the requirements of this section.
- B. The types of equipment served by HVAC water piping include the following:
  - 1. Cast Iron Sectional Hot Water Boiler

#### 1.3 QUALITY ASSURANCE

- A. Subcontract the installation to a single firm specializing and experienced in hydronic water piping systems for not less than 5 years.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. Installation of piping systems shall include all pipe, valves, fittings, appurtenances and accessories that are shown on the drawings and that are required to complete the systems for safe, satisfactory and acceptable operation.

#### 2.2 PIPE

- A. Black Steel. Hot water piping, including appurtenant vent and drain lines - Schedule 40.

#### 2.3 VALVES

- A. Valves including butterfly, ball, and check - Type as previously specified and related to those indicated on drawings.

#### 2.4 FITTINGS & COUPLINGS

- A. Type as previously specified.

2.5 PUMP

- A. Type as previously specified.

PART 3 - EXECUTION

Not Applicable

END OF SECTION 232124

## SECTION 235233 – CAST IRON SECTIONAL HEATING WATER BOILER

### PART I - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. The extent of the heat generation system work is indicated by drawings and schedules, and by requirements of this section.
- B. The Types of heat generation unit required for the project include the following: HVAC Heating Hot Water Cast Iron Sectional Boilers.

#### 1.2 QUALITY ASSURANCE

- A. Manufacturers: Basis of design shall be Weil McLain or approved equal.
- B. Other manufacturers desiring consideration shall submit prior to bidding to the Engineer unit selection, control sequence, wiring diagrams, physical dimensions, selection data. Approval for other manufacturers will be given by written addenda only.
- C. Installer: A firm with at least 3 years of successful installation experience on projects with installation work similar to that required for the project.
- D. NEC Compliance: Comply with National Electrical Code (NFPA 70) as applicable to installation and electrical connections of electrical components.
- E. Shop Drawings: Submit dimensioned drawings of heat generators showing accurately scaled generators and components; include layouts, and space relationships to associated piping and equipment.

### PART 2 - PRODUCTS

#### 2.1 BOILER

- A. Boiler shall be of low pressure, cast iron, sectional type, capable of developing full I-B-R gross output capacity at one hundred percent firing rate. The boiler shall have a pressurized firebox for forced draft venting and the burner shall be capable of delivering the necessary air for proper combustion and to pressurize the firebox.
- B. The boiler shall be constructed in accordance with the provisions of Section IV of the ASME Boiler and Pressure Vessel Code and shall be stamped with the required official ASME symbol. The water boiler maximum working pressure shall be 30 P.S.I.
- C. The boiler shall be factory-assembled with jacket, burner, controls and trim mounted and wired. The boiler shall be fire-tested before shipment and the gas burner shall provide 12 to 12-1/2 percent CO<sub>2</sub> with a trace to a No. 1 smoke on

the Shell Bacharach scale (9 to 10% for gas). The breeching damper shall be securely locked in position after the desired combustion readings are obtained.

- D. The boiler sections shall be sealed with high temperature sealing rope and shall be held together with short draw rods; each individual section and the complete section assembly shall be hydrostatically pressure tested before shipment in accordance with Section IV of the ASME Boiler and Pressure Vessel Code. Lifting hooks shall be cast on both sides of the front and back sections, and steel skids shall be secured to the bottom at each side of the section assembly to facilitate lifting and positioning the boiler. The boiler shall be shipped to the job locations in a heavy-duty shipping crate with plastic covering.
- E. The boiler shall be assembled with a flexible elastomer sealing ring in each port opening. The port openings shall be machined to control the compression of the sealing rings to assure a permanent watertight seal. Aligning lugs shall assure proper section alignment during transportation and handling.
- F. Boiler design to be such as to provide a completely water-backed combustion area with water circulated around the entire firebox.
- G. A horizontal flue way shall be cast into each intermediate section and the back section to serve as a flue gas collector.
- H. All sections of the boiler shall be provided with integral, cast-on legs to maintain ample space between the bottom of the boiler sections and the boiler foundation for natural aeration. A separate steel base or refractory combustion chamber shall not be required.
- I. The boiler shall be furnished with a refractory insulated, steel burner mounting plate. Sealing rope shall provide a permanent gastight seal between the front section and the burner mounting plate.
- J. The boiler shall be furnished with an observation port on the front and back sections. Steel cleanout plates shall be on the cleanout openings at the side of the boiler. The cleanout plates shall be sealed with high temperature sealing rope to insure a gastight seal between the cleanout plates and the sections. The cleanout plates shall be readily removable for the purpose of cleaning the flue ways of the boiler. The boiler shall be furnished with a cast iron flue collar which shall be sealed with high temperature sealing rope to insure a permanent gastight seal between the flue collar and the back-breeching damper which can be securely locked in any position to assure positive pressure in the firebox.
- K. The boiler shall be provided with an insulated steel jacket with durable baked enamel finish. The jacket shall be insulated with one-inch fiberglass on the front, back, top, and side panels.

## 2.2 BOILER TRIM

- A. Water boilers shall be furnished with an ASME relief valve, combination high-limit and low-limit water control, electrode-type low-water cutoff, and combination

pressure-temperature-altitude gauge. Furnish a U. L. listed and certified low water cut-off to be installed where indicated.

## 2.3 BURNER CONSTRUCTION FEATURES AND REQUIREMENTS

- A. The entire fuel burner system shall conform with applicable codes and with the requirements of the National Board of Fire Underwriters. Burner motor electrical characteristics shall be (120-60-1) and the burner control electrical characteristics shall be (120-60-1) Burner to be flame retention combination power gas and pressure atomizing oil burner capable of burning gas and No. 2 light fuel oil. The burner's present fuel to be No. 2 oil with future connection to natural gas. The burner shall be U.L. certified and shall be of a design which produces flame retention with rapid intimate mixing of fuel and combustion air. The burner design shall be such as to insure high efficiency and good performance under either natural draft or forced draft venting conditions (in all cases, the firebox of the boiler will be pressurized).
- B. The combination gas-light oil burner shall be arranged for on-off operation with pre-purge, low fire start, and high fire run. The burner shall be arranged to provide one-position air control for the gas cycle and two-position air control for the oil cycle. The burner shall be furnished with a prewired control panel which incorporates an electronic combustion safeguard burner primary control with pre-purge timing, an ultraviolet sensitive electronic flame detector, and motor starter relay. The control panel shall be equipped with a manual fuel transfer switch which will permit manual fuel changeover without burner adjustment modifications. The burner shall be furnished with dual automatic gas valves, proven interrupted gas pilot for either fuel, and an air flow switch for added safety.
- C. Boiler Breeching: The breeching shall match existing and shall be UL listed vent material suitable for boiler flue class. New pipe shall connect to existing flue pipe and shall be adequately supported from hangers and supports.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Unit shall be installed as project progress will allow.

END OF SECTION 235233